



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: *MND, MNSD, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for the costs of cleaning and repairs to the rental unit. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

The landlord served the notice of hearing to the tenants by registered mail and provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for cleaning and repair costs and for the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on July 31, 2006 and ended on March 05, 2010. The monthly rent was \$988.00. Prior to moving in the tenant paid a security deposit of \$475.00. Move in and move out inspections were conducted.

The landlord testified that the tenant caused damage to the rental home and left it in an unclean condition. The landlord was willing to accept the tenant's damage deposit and cover the balance of the damage costs herself. The tenant refused to allow the landlord to retain the security deposit.

On June 02, 2010 the tenant wrote a second note to the landlord requesting the return of the security deposit. The first note was written on May 07. The landlord stated that she received the notes on June 04. The note contained the tenant's forwarding address.

The landlord filed the inspection reports along with invoices to support the landlord's claim.

The landlord is claiming the following:

1.	Living room blind replacement	\$220.00
2.	Carpet Cleaning	\$133.56
3.	Painting of bedrooms	\$600.00
4.	Labour	\$2,686.44
5.	Baseboard, window/door trim	\$586.84
6.	Disposal of items	\$61.00
7.	Bifolds and doors	\$379.65
8.	Kitchen cabinet refacing	\$849.75
9.	Living room flooring	\$1,277.07
10.	Bedroom and TV room flooring	\$570.75
11	Filing fee	\$50.00
	Total	\$7,415.06

Analysis

Residential Tenancy Policy Guideline #1 addresses **Landlord & Tenant –**

Responsibility for Residential Premises. In part, this guideline provides as follows:

The tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises), or for cleaning to bring the premises to a higher standard than that set out in the *Residential Tenancy Act*.

Reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion.

An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant.

The landlord stated that the rental home is approximately 30 years old. About seven years ago the landlord renovated the home. The tenancy lasted for approximately four years and therefore the unit may have some damage that is a result of wear and tear.

Section 37 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the items that the landlord is claiming for.

As per this policy, the useful life of blinds and flooring is ten years. Since these items were approximately seven years old, I find that the prorated value of the balance of the useful life of the blinds is 66.00 and the flooring is \$554.34. The landlord replaced the flooring and is therefore not entitled to the costs of cleaning the carpet.

Pursuant to section 37 of the *Residential Tenancy Policy Guideline* the useful life of interior painting is four years. The landlord renovated the unit approximately seven years ago and therefore by the end of the tenancy, the painting had outlived its useful life. Accordingly the landlord's claim for \$600.00 for painting is dismissed.

I find that it is more likely than not, that the kitchen cabinets and doors are as old as the house itself. The landlord has not filed any documentary evidence to support the age of these items. Therefore the landlord is not entitled to the cost of replacing these 30 year old items with new ones. The landlord has filed an invoice for the cost of labour in the amount of \$2,686.44. However, this invoice does not itemize the cost of labor for individual items.

For the above reasons, I find that the landlord is not entitled to her claim for the cost of the kitchen cabinets and doors and the cost of labor to replace them.

The landlord did not file any evidence to show that the baseboards and window/door trim was damaged by the tenant. Therefore, her claim for the cost of replacing these items is dismissed.

The landlord has filed invoices for the cost of dumping items left behind by the tenant. I accept the landlord's testimony that the tenant had left behind some furniture and garbage. Therefore the landlord is entitled to \$61.00 for dump fees.

Since the landlord has proven a portion of her claim, she is entitled to the recovery of the filing fee.

The landlord has established a claim for the following items:

1.	Living room blind replacement	\$66.00
2.	Disposal of items	\$61.00
3.	Flooring	\$554.34
4.	Filing fee	\$50.00
	Total	\$731.34

Overall the landlord has established a claim for \$731.34. I order that the landlord retain the security deposit of \$475.00 and the accrued interest of \$15.41 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$240.93. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$240.93**.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 12, 2010.

Dispute Resolution Officer