

DECISION

Dispute Codes MND, MNSD, MNDC

Introduction

This is an application by the Landlord for a monetary order for damage to the unit, site or property, to keep all or part of the security deposit and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement.

The Landlord attended the hearing by conference call and gave affirmed testimony. The Tenant did not attend.

At the beginning of the hearing, the Landlord's application to keep all or part of the security deposit was addressed as a decision on this was made on RTB File No. 763520, where the Tenant was awarded the return of double the security deposit. The Landlord's application to keep all or part of the security deposit is dismissed for no jurisdiction in light of this previous decision.

It was also learned that the Landlord is only seeking the costs of damage to the rental unit and that no other amounts have been specified or detailed in this application.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for damage to the unit, site or property?

Background and Evidence

The Landlord states that this tenancy began two weeks prior to the September 1, 2009 date indicated on the tenancy agreement submitted by the Landlord. It was noted during the hearing that the Tenant did not sign the tenancy agreement, but did acknowledge responsibility in obtaining a copy of the Residential Tenancy Act and receipt of a duplicate copy of the agreement.

The Landlord stated that the Tenant was served by registered mail on March 12, 2011. The Landlord has indicated that the package was sent to the Tenant's forwarding address as provided by the Tenant at the end of the tenancy and the Tenant's last known address from the Tenant's application for dispute resolution. The Landlord's application and notice of hearing package was returned with two attempted deliveries and notice cards left.

The Landlord has made a total claim of \$3,307.00 for damage to the unit. The Landlord has provided an invoice written by the Landlord for \$1,050.00 for general cleaning of the unit for 30 hours @ \$35.00 an hour for cleaning labour. During the hearing, the Landlord stated that the cleaning was done by various friends and that the hourly rate was established by her observations on the professional rate of a cleaner in the whistler area. The Landlord has provided no evidence to support this hourly rate. The Landlord has also included a cancelled cheque to S.L. for \$75.00 for 3 hours of cleaning @ \$25.00 per hour. It was learned during the hearing that this person was a friend of the Landlord who assisted in the cleaning.

The Landlord has also submitted a copy of an invoice dated September 27, 2010 by D.G., for \$1,792.00 for drywall repairs of 6.5 hours @ \$45.00 per hour and a lump sum of \$1,500.00 for painting of the entire unit. This person has submitted a letter stating that the previous paint job was last done in July of 2007 by him. The letter describes urine stains in a bedroom and animal hair throughout the rental unit.

The Landlord has also submitted 2 cancelled cheques for \$100.00 for carpet installation and \$290.00 for carpet.

The Landlord has provided photographs of the rental unit during the repairs. The Landlord states that no condition inspection reports for the move-in or the move-out were made. The Landlord has not provided any other receipts or invoices for any costs.

Analysis

Based upon the undisputed direct testimony of the Landlord and the submitted proof of a registered mail receipt, I am satisfied that the Tenant was properly served with the Landlord's application and notice of hearing documents.

Although the Landlord has not completed a condition inspection report for the move-in or the move-out, I am satisfied based upon the undisputed direct testimony of the Landlord, the photographic evidence and the letters from the two contractors and from the Landlord to the Tenant that damage has occurred.

I find that the invoice for 30 hours of cleaning at \$35.00 hours to be excessive with no details of what was cleaned in the 1 bedroom basement suite as well at the rate since this was not done by a professional cleaning service. Based upon the evidence supplied I award to the Landlord 10 hours of cleaning labour at \$15.00 an hour to total, \$150.00. I also award to the Landlord 3 hours of labour for cleaning based upon the

cancelled cheque of \$75.00 and grant the Landlord \$45.00 for 3 hours of cleaning at \$15.00 on the same basis. The Landlord has established a total cleaning claim of \$195.00.

I am satisfied based upon the Landlord's direct testimony, the photographic evidence and the evidence provided by the painting contractor in his letter that the Landlord has established a claim for drywall repairs and painting. The Residential Tenancy Policy Guidelines states that the useful life of interior paint is 4 years. In the Landlord's evidence by the contractor he states that the last paint job was in 2007 making it 3 years old at the time of the end of tenancy. I find that had the Tenancy ended in the natural course that the Landlord would have had to re-paint in any event. As such the Landlord has established a claim for painting, but is only responsible for 25% of the replacement cost, totalling \$375.00. The Landlord has also established a cost for the repair of the drywall in the amount of \$292.50. The total claim for drywall and painting established by the Landlord is \$667.50.

I find based upon the above evidence provided that the Landlord has established a claim for the replacement of the carpets. The Landlord has provided evidence that the carpets were installed in 2009, as such the RTA Policy Guidelines state that the useful life expectancy on carpets is 10 years. I find that as the Tenant has been residing in the unit since 2009 that the Tenant is credited with 1 year towards the cost of the replacement carpet. The Landlord has established a total claim of \$290.00 for new carpets and \$100.00 for installation totalling \$390.00. The Tenant is credited with 10% and the Landlord has established a total carpet claim of \$351.00.

The Landlord has established a total claim of \$1,213.50. I grant the Landlord an order under section 67 for the balance due of \$1,213.50. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$1,213.50.

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: June 20, 2011.

Residential Tenancy Branch

