

DECISION

Dispute Codes MND MNR FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damages and unpaid rent. The landlord, an agent for the landlord one tenant participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The evidence of the landlord was as follows. The rental unit is a basement suite with other tenants occupying the upper portion of the house. The tenancy began on January 15, 2011 as a fixed term tenancy to end on December 31, 2011. Rent in the amount of \$750 was payable in advance on the first day of each month. The landlord and tenant inspected the unit at the outset of the tenancy, but they did not complete a condition inspection report. The tenants failed to pay rent for June 2011, and they moved out of the rental unit on or about June 17, 2011. The landlord came to an agreement with the upstairs tenants that they would take over rental of the basement suite as of July 1, 2011. The landlord has claimed \$375 for half of the rent for June 2011.

The tenants damaged two sets of blinds, a set of vertical blinds for the patio door which were approximately 4 years old, and a set of horizontal blinds for the bedroom which were approximately 17 years old. The landlord has provided estimates of the costs for replacing both blinds, and has claimed \$104 for both blinds.

The tenant acknowledged that they did not pay any rent for June 2011. The tenant stated that the blinds had problems from the outset of the tenancy.

Analysis

In considering all of the evidence, I find as follows. The landlord is entitled to the amount claimed of \$375 for half of June 2011 rent. I find that the landlord is not entitled to the amount claimed for the blinds, for the following reasons. The landlord did not complete a move-in condition inspection report that would have established the condition of the unit, including the blinds, at the outset of the tenancy. One of the sets of blinds is too old

to have any residual value, and the other set of blinds would have depreciated by approximately 40 percent, given that the average life of blinds (as set out in the Residential Tenancy policy guidelines), is 10 years. Finally, the landlord did not incur any loss, as she has not yet replaced the blinds.

As the landlord's claim was largely successful, they are also entitled to recovery of the \$50 filing fee for the cost of their application.

Conclusion

I grant the landlord an order under section 67 for the balance due of \$425. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The remainder of the landlord's application is dismissed.

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: August 18, 2011.

Residential Tenancy Branch