



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent only. The tenant did not attend.

The landlord's agent testified they served the tenant with notice of this hearing by registered mail on July 28, 2011 to an address for the tenant obtained through an information sharing arrangement with the Ministry of Social Development.

Based on this undisputed testimony, I find the landlord has sufficiently served the tenant with notice of this hearing.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for cleaning and damage of the rental unit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence:

- A copy of a tenancy agreement signed by the parties on August 19, 2008 for a month to month tenancy with rent at the end of the tenancy in the amount of \$404.00 due on the 1st of the month, a security deposit was not paid;
- Copies of a move in (September 2, 2008); a pre-move out (August 24, 2010); and a move out (September 1, 2010) Condition Inspection Reports signed by both the landlord's agent and the tenant;

- A copy of a document entitled “Property Release Form” signed by the tenant and dated September 1, 2010 acknowledging the tenant left behind many belongings and giving the landlord permission to dispose of the belongings in any manner they see fit;
- A copy of a letter dated July 20, 2010 from the landlord to the tenant advising her of some outstanding debt she had with the landlord for some hauling and the replacement of a laundry card;
- 65 photographs of the condition of the rental unit at the end of the tenancy; and
- Receipts for all items claimed as described in the table below.

The landlord is making the following financial claim:

Description	Amount
Hauling	\$1,143.86
Carpet Replacement	\$2,525.60
Maintenance and Supplies	\$542.56
Painting	\$816.18
Countertops	\$303.80
Previous Charges	\$31.00
Total	\$5,363.00

Analysis

Section 37 of the *Act* requires a tenant who is vacating a rental unit leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Based on all of the documentary evidence submitted and combined with the landlord’s agent’s testimony, I accept the record of the condition of the rental unit at the end of the tenancy and that the tenant failed to comply with Section 37.

I also find the landlord has established the value of the loss incurred as a result of the tenant’s non-compliance with Section 37 as noted in the above table, with the exception of the cost of carpet replacement.

As per the landlord’s agent’s testimony the carpet was at least 7 years old at the end of the tenancy. As per Residential Tenancy Policy Guideline #37 the useful life of carpeting is 10 years, as such, I discount the landlord’s claim for carpet replacement by 70%.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$3695.08** comprised of 1,143.76 hauling; \$757.68 carpet replacement; \$542.56 maintenance and supplies; \$816.18 painting; \$303.80 countertop replacements; \$31.00 previous charges and the \$100.00 fee paid by the landlord for this application.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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 01, 2011.

Residential Tenancy Branch