



# 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 under the Residential Tenancy Act (the "Act"), seeking a monetary order for damage to the rental unit and to recover the cost of the filing fee from the tenants.

The landlord's agent appeared, gave affirmed testimony, was provided the opportunity to present his evidence orally and to make submissions to me. Additionally the landlord's documentary evidence was reviewed in the hearing.

The landlord testified that each tenant was served with the Notice of Hearing and Application (the "Hearing Package") by registered mail on May 15, 2012, and submitted the tracking numbers. Having been satisfied the landlord served each tenant in a manner that complies with section 89 of the Residential Tenancy Act (the "Act") I proceeded to hear from the landlord without the tenants present.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order and to recover the filing fee?

### Background and Evidence

This tenancy ended on September 18, 2011, as the result of an order of possession given to the landlord in a previous dispute resolution hearing.

The landlord's monetary claim is in the amount of \$2217.44, which includes a claim for repair for door damage caused by the tenants, in the amount of \$611.99, garbage removal and hauling in the amount of \$1045.45, and cleaning in the amount of \$560.00.

The landlord's agent supplied receipts for the items claimed above, the condition inspection report, the tenancy agreement and photographs of the rental unit after the tenants moved out.

The landlord's agent stated that many doors either needed replacing or repairing due to the damage done by the tenants. The landlord's agent pointed to the condition inspection report and the photos as evidence of the damage.

When questioned as to the age of the doors, the landlord's agent stated that they were old, speculating that they were at least as old as the tenancy, which began in 1998.

The landlord's agent submitted that the condition of the rental unit at the end of the tenancy required that the landlord have a significant amount of items removed and hauled away and required an extraordinary amount of cleaning by the landlord.

### Analysis

Based on the testimony, evidence, and a balance of probabilities, I find as follows:

In the absence of the tenants, the landlord's evidence will be preferred.

When making a claim for damages under a tenancy agreement or the *Act*, the party making the allegations, the landlord in this case, has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or *Act*, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

As to the claim for door replacement and repair costs claimed by the landlord, Residential Tenancy Branch Policy Guideline number 40 provides a table for the useful life of Building Elements. Where an item has a limited useful life, it is necessary to reduce the repair or replacement cost by the depreciation of the original item. While I accept that the tenants damaged the doors of the rental unit which required repair or replacement, a door has a useful life of 20 years. The landlord stated that the doors were at least 13 years old at the time the tenancy ended, leaving a useful life of 7 years. I therefore am compelled to reduce the amount claimed, \$611.99, by the depreciated value. I find the landlord has established a monetary claim for door damage in the amount of \$214.20 ( $\$611.99 \div 20 \text{ years} = \$30.60 \text{ per year} \times 13 \text{ years} = \$397.80$ ;  $\$611.99 - \$397.80 = \$214.20$ ).

As to the other claims of the landlord, I find the landlord provided sufficient evidence of the dirty and unclean state of the rental unit caused by the tenants along with the garbage and belongings left behind when the tenants vacated. I therefore find that the landlord has established a monetary claim in the amount of \$1045.45 for garbage removal and hauling, cleaning in the amount of \$560.00 and recovery of the filing fee of \$50.00, which I find that the landlord is entitled to recover based upon their successful application.

### Conclusion

I find the landlord has established a total monetary claim of \$1869.65, comprised of \$214.20 for the door damage, \$1045.45 for garbage removal and hauling, cleaning for \$560.00 and the filing fee of \$50.00.

I grant the landlord a monetary order pursuant to section 67 of the Act for \$1869.65 and enclosed it with the landlord's Decision. This order is a legally binding, final order, and it may be filed in the Provincial Court of British Columbia (Small Claims) should the tenants fail to comply with this monetary order.

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: July 16, 2012.

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Residential Tenancy Branch