



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MND, MNDC, MNSD, FF

### Introduction

This matter concerns the landlord's application for a monetary order as compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit & pet damage deposit / and recovery of the filing fee. The landlord's agent participated in the hearing and gave affirmed testimony. Despite service of the application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail, the tenant did not appear. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the package was "successfully delivered."

Subsequently, the landlord sent additional documentary evidence to the tenant by way of registered mail. Evidence submitted by the landlord also includes the Canada Post tracking number for that parcel of registered mail.

### Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on February 15, 2011. Monthly rent of \$1,350.00 was due and payable in advance on the first day of each month. A security deposit of \$675.00, and a pet damage deposit of \$675.00 were both collected near the start of tenancy. A move-in condition inspection report was completed with the participation of both parties.

Following written notice from the tenant by date of May 30, 2012, the tenancy ended effective June 30, 2012. The landlord's agent testified that the tenant declined to participate in the completion of a move-out condition inspection and report. In the result, these were both completed by the landlord's agent in the absence of the tenant.

The landlord testified that following the end of tenancy, the unit was in need of certain cleaning and repairs. The landlord's application for dispute resolution was filed on July 13, 2012.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

The attention of the parties is drawn to the following section of the Act and Residential Tenancy Policy Guidelines which are particularly relevant to the nature of this dispute:

#### **Section 37: Leaving the rental unit at the end of a tenancy;**

Policy Guideline # 1, "Landlord & Tenant – Responsibility for Residential Premises;"

Policy Guideline # 40, "Useful Life of Building Elements."

Based on the documentary evidence, which includes but is not limited to, receipts and the comparative results of the move-in and move-out condition inspection reports, in addition to the affirmed / undisputed testimony of the landlord's agent, the various aspects of the landlord's claim and my findings around each are set out below.

**\$229.60\***: carpet cleaning. I find that the landlord has established entitlement to the full amount claimed.

**\$41.00\***: removal of trash / dumping fee. I find that the landlord has established entitlement to the full amount claimed.

**\$29.10\***: replacement of light bulbs. I find that the landlord has established entitlement to the full amount claimed.

**\$255.00**: replacement of damaged blinds. Guideline # 40 provides that the "useful life" of "drapes, venetian blinds" is 10 years. In the absence of any conclusive information concerning the age of the blinds when tenancy began, and in view of normal wear and tear during the tenancy, I find on a balance of probabilities that the landlord has established entitlement limited to **\$127.50\***, which is half the amount claimed.

**\$672.00**: wall repairs / painting. Guideline # 40 provides that the "useful life" of interior paint is 4 years. In the absence of any conclusive information in regard to when the interior of the unit was last painted prior to the start of this tenancy, and in consideration of what appears to be damage in excess of normal wear and tear for a tenancy limited

to a little under 18 months, I find on a balance of probabilities that the landlord has established entitlement to **\$504.00\***, which is 75% of the amount claimed.

**\$600.00**: *replacement of damaged linoleum*. In the absence of any conclusive information around the age of the linoleum when tenancy began, and in consideration of normal wear and tear, I find on a balance of probabilities that the landlord has established entitlement limited to **\$300.00\***, which is half the amount claimed.

**\$409.92**: *carpet replacement (\$241.92 = material) + (\$168.00 = labour)*. *Guideline # 40* provides that the “useful life” of carpet is 10 years. In the absence of any conclusive information around the age of the carpet at the start of tenancy, and in view of normal wear and tear during the tenancy, I find that the landlord has established entitlement limited to **\$204.96\***, which is half the amount claimed.

**\$50.00\***: *filing fee*. As the landlord has succeeded with this application, I find that the landlord has established entitlement to recovery of the full filing fee.

Sub-total: \$1,486.16.

I order that the landlord retain the security deposit of \$675.00 and the pet damage deposit of \$675.00 (total: **\$1,350.00**), and I grant the landlord a monetary order under section 67 of the Act for the balance owed of **\$136.16** (\$1,486.16 - \$1,350.00.00).

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$136.16**. This order may be served on the tenant, filed in the Small Claims Court and 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: August 28, 2012.

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Residential Tenancy Branch