



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC and FF

This application was brought by the landlord on July 5, 2012 seeking a monetary award for damage to the rental unit, damage or loss under the legislation or rental agreement and recovery of the filing fee for this proceeding.

Despite having been served with the Notice of Hearing sent by registered mail on July 6, 2012, the respondent tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

Issue(s) to be Decided

This application requires a decision on whether the landlord is entitled to a monetary award as requested for the cost of painting, cleaning, refuse removal and remediation of damage to the rental unit.

Background, Evidence and Analysis

This tenancy began on June 1, 2008 and ended on or about August 3, 2012 when the landlord found the rental unit had been abandoned. The tenant had not given notice, returned keys or provided a forwarding address. Rent was \$882 at the end of the tenancy and a male co-tenant at the beginning of the tenancy was removed from the agreement in November of 2009.

During the hearing, the landlord referred to receipts and internal work orders itemizing staff time and materials required to remediate the rental unit.

The landlord submitted a copy of a debt letter to the tenant dated January 10, 2011 outlining the landlord's claims, inviting contact if the tenant wished further discussion and noting that failure to contact the landlord or make payment would result in an application for dispute resolution. The tenant did not respond.

The landlord claims and I find as follows:

Contents removal - \$114.24. This claim was supported by a receipt and it is allowed in full.

General cleaning - \$162. This claim is based on eight hours work at \$20 per hour and it is allowed in full.

Painting - \$2,483.42. This claim was supported by a third party receipt for repainting the interior of the rental unit. The landlord gave evidence that the unit had been repainted at the beginning of the tenancy. The tenant had painted during the tenancy using strong colors which required three coats to cover at the end of the tenancy. As standard depreciation tables place the useful life of interior paint at four years, I find that the paint was depreciated by two years and allow one-half of this claim which is \$1,241.71.

Miscellaneous repairs - \$567.92. This claim is supported by two itemized receipts for repair of damage to the rental unit caused by the tenant. The claim is allowed in full.

Filing fee - \$50. As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenant.

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

Contents removal	\$ 114.24
Painting	1,241.71
Miscellaneous repairs	567.92
Filing fee	<u>50.00</u>
TOTAL	\$2,135.87

Conclusion

The landlord's copy of this decision is accompanied by a Monetary Order for **\$2,135.87**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

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: September 13, 2012.

Residential Tenancy Branch