



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MND, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent or utilities / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of all or part of the security deposit / and recovery of the filing fee.

The landlord participated in the hearing and gave affirmed testimony. Despite in-person service of the application for dispute resolution and notice of hearing (the "hearing package") at the tenant's place of work on August 2, 2012, the tenant did not appear.

Issue(s) to be Decided

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

Background and Evidence

The month-to-month tenancy began on September 30, 2005. As of April 1, 2012, monthly rent was \$752.00; however, effective May 1, 2012, rent was increased to \$784.00. Rent is due and payable in advance on the first day of each month. A security deposit of \$317.50 was collected at the start of tenancy.

Without formal written notice, the tenant vacated the unit on or about June 10, 2012 and provided no forwarding address. During the months leading up to this time the tenant had been behind in payment of rent. The unit was left in need of considerable cleaning and items discarded by the tenant were required to be removed. New renters were found for the unit effective July 15, 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

Based on the documentary evidence which includes, but is not limited to receipts, and the affirmed / undisputed testimony of the landlord, the various aspects of the landlord's claim and my findings around each are set out below.

\$1,918.00*: *unpaid rent*. Section 26 of the Act addresses **Rules about payment and non-payment of rent**, and provides in part:

26(1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Section 45 of the Act addresses **Tenant's notice**, and provides in part:

45(1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

Section 52 of the Act speaks to the **Form and content of notice to end tenancy**, and provides, in part, that in order to be effective the notice must be in writing.

I find that the landlord has established entitlement to the full amount claimed over several months leading up to July 14, 2012.

\$92.42*: *electricity bill*. Consistent with the provision in the tenancy agreement which is that the tenant is responsible for paying his own electricity, I find that the landlord has established entitlement to the full amount claimed.

\$307.50* ($\$217.50 + \90.00): *cleaning unit*. Section 37 of the Act speaks to **Leaving the rental unit at the end of a tenancy**, and provides in part as follows:

37(2) When a tenant vacates a rental unit, the tenant must

- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and...

I find that the landlord has established entitlement to the full amount claimed.

\$672.00: painting ceiling / \$300.00: painting walls. The landlord testified that there had been no painting undertaken within the unit during the tenancy which spanned nearly seven (7) years. Further, the landlord testified that smoking within the unit had contributed to the need not only for painting of walls, but also painting of ceilings.

Residential Tenancy Policy Guideline # 40 speaks to the “Useful Life of Building Elements,” and provides that the “useful life” of “interior paint” is four (4) years. Further, I note that there is no provision in the tenancy agreement which forbids smoking within the unit. Following from all of the foregoing, this aspect of the landlord’s application is hereby dismissed.

\$50.00*: cleaning drapes. Residential Tenancy Policy Guideline # 1 speaks to “Landlord & Tenant – Responsibility for Residential Premises,” and under the heading INTERNAL WINDOW COVERINGS, provides in part:

5. The tenant is expected to clean the internal window coverings at the end of the tenancy regardless of the length of the tenancy where he or she, or another occupant smoked in the premises.

I find that the landlord has established entitlement to the full amount claimed.

\$1,929.09 (\$1,355.09: new carpet & tax / \$574.00: installation of carpet): Residential Tenancy Policy Guideline # 40, as above, provides that the useful life of carpets is 10 years. As earlier noted, the tenancy spanned a period of close to seven (7) years. The landlord was unable to confirm how old the carpets were at the start of tenancy. In consideration of normal wear and tear over seven (7) years, in addition to the relevant Guideline provisions, I find that the landlord has established entitlement limited to \$578.73*, which represents 30% of the total amount claimed (30% x \$1,929.09).

\$100.00*: hauling sofa to dump. I find that the landlord has established entitlement to the full amount claimed.

\$100.00*: *filing fee*. As the landlord has achieved a measure of success with this application, I find that the landlord has established entitlement to the full amount claimed.

Following from all of the above, I find that the landlord has established entitlement to a claim of **\$3,146.65**. I order that the landlord retain the security deposit of \$317.50 plus interest of \$11.24 (total: **\$328.74**), and I grant the landlord a monetary order under section 67 of the Act for the balance owed of **\$2,817.91** (\$3,146.65 - \$328.74).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$2,817.91**. Should it be necessary, 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: October 15, 2012.

Residential Tenancy Branch