



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for damages to the rental unit, for compensation under the Act and the tenancy agreement, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Only the Landlord and his spouse as a witness appeared at the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified he served the Tenants with the Notice of Hearing and Application by registered mail, sent on August 30, 2012, to the forwarding address provided by the Tenants. Despite this the Tenants did not appear at the hearing. I find the Tenants have been duly served under the Act.

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 monetary compensation and the other relief sought from the Tenants?

Background and Evidence

This tenancy began in May of 2011, with a monthly rent of \$1,150.00, payable on the first day of the month. The Tenants paid a security deposit of \$575.00.

On July 30, 2012, in an earlier hearing before a different Arbitrator, the Landlord was granted an order of possession due to unpaid rent and a monetary award for unpaid rent. In the decision for that hearing the Arbitrator awarded the security deposit to the

Landlord to offset some of the rent due. The Landlord now claims for losses suffered due to the condition the rental unit was left in at the end of the tenancy.

The Landlord claims for damages to the walls in the rental unit. The Landlord testified he found many rough patches on the drywall throughout the unit. There were many holes in the drywall, stickers and drawings on the walls, scuff marks, and dents from doors being opened and the handle hitting the walls. The Landlord testified that the Tenants had removed door stoppers which were meant to prevent the door knobs/handles from denting the wall.

The Landlord also testified that window casings were also damaged with scratches and dents, and that the some of the doors were also scratched or dented. There were also sections on the lower part of the walls where the paint had been peeled off.

In evidence the Landlord supplied photographs of these damages, as well as a copy of a condition inspection report indicating the Tenant agreed to the damages at the end of the tenancy as set out by the Landlord, and the invoice for repairs.

The Landlord claims **\$1,792.00** for these repairs and painting, and for the related materials and supplies. The Landlord testified that the walls had been freshly done around two years ago.

The Landlord also claims for the replacement of window blinds at the rental unit. The Landlord testified that the Tenants damaged six different sets of blinds, and claims **\$655.20** for the replacements. The Landlord testified these were around two years old.

The Landlord also claims for the replacement of a bathroom mirror, which he testified that the Tenants had cracked. The Landlord claims **\$504.00** for the removal of the cracked mirror and installation of the new one.

The Landlord also claims for the cost of replacing two remote control units which the Tenants removed from the rental unit. The Landlord provided evidence that he had requested the return of these from the Tenants, however, these remote controls were not returned. The Landlord claims **\$155.00** to replace these.

The Landlord also claims for having to replace the door keys in the amount of **\$50.79**, for the replacement of a water filter which the Tenants removed and did not replace in the amount of **\$43.12**, for the replacement of light bulbs which the Tenants left burnt out and did not replace in the amount of **\$27.19**, and for the replacement of door stoppers the Tenants removed in the amount of **\$4.02**.

Lastly, the Landlord claims for the filing fee for the Application in the amount of **\$50.00**.

In support of all the above claims, the Landlord entered in evidence copies of the incoming and outgoing condition inspection reports, invoices and receipts, photographs, and correspondence between the parties.

Analysis

Based on the uncontradicted evidence and testimony, and on a balance of probabilities, I find that the Tenants breached section 37 of the Act by failing to return the rental unit to the Landlord undamaged, except for reasonable wear and tear.

Although the damages in the rental unit were not what I would consider to be severe, they were extensive and beyond reasonable wear and tear. I also note that the Tenants agreed to the Landlord's record of the damages when they signed the outgoing condition inspection report. I find that the breach of the Act by the Tenants have caused the Landlord to suffer losses.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlord has established claims for all the items set out above. However, pursuant to policy guideline 40, I must also take into account the useful life expectancy of the *some* of the items claimed for by the Landlord.

The life expectancy of the drywall was 20 years, and the Landlord testified it was freshly done 2 years ago; therefore I reduce the amount of \$1,792.00 awarded by 10%, and award the Landlord **\$1,612.80** for this loss.

The useful life expectancy of window blinds are 10 years, and these were approximately 2 years old, therefore I reduce the amount awarded of \$655.20 by 20%, and award the Landlord **\$524.16** for this loss.

I allow the Landlord the full amount of the remainder of the claims, **\$504.00** for the mirror, **\$155.00** to replace the remotes, **\$50.79** for the keys, **\$43.12** for the water filter, **\$27.19** for light bulbs, and for door stoppers the amount of **\$4.02**.

Lastly, I allow the Landlord claims for the filing fee for the Application in the amount of **\$50.00**.

Therefore, I find that the Landlord has established a total monetary claim of **\$2,926.08** comprised of the above described amounts and the \$50.00 fee paid for this application, and I grant the Landlord an order under section 67 for the balance due.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Tenants breached the Act by failing to return the rental unit to the Landlord undamaged. The Landlord is awarded **\$2,926.08** and is granted a monetary order, enforceable in Provincial Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 28, 2012.

Residential Tenancy Branch