



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR

### Introduction

This hearing dealt with an application by the landlord for a monetary order. The landlord gave evidence showing that she served the tenant with the application for dispute resolution and notice of hearing via registered mail sent to an address at which the landlord believed the tenant resided. The registered mail was returned to the landlord, at which point the landlord was able to confirm with the City a different address as the tenant's current residential address. The landlord then sent the registered mail to that address. I found that the tenant had been properly served with notice of the claim against her and the hearing proceeded in her absence.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began in April 2009 and ended in October 2011. The landlord seeks to recover the costs of repairing and cleaning the rental unit.

The tenant failed to adequately clean the appliances and carpet at the end of the tenancy and the landlord seeks to recover the \$476.38 cost of cleaning.

At the end of the tenancy the landlord discovered that the glass on the front door was broken. The landlord replaced the glass at a cost of \$203.07.

The tenant smoked inside the rental unit and the landlord testified that she had to repaint the unit in order to rid it of the odour of smoke. The landlord seeks to recover \$1,456.00 as the cost of repainting. She testified that the unit was last painted in 2007.

The landlord seeks to recover \$320.00 as the cost of cleaning walls and washing windows at the end of the tenancy as the tenant had failed to adequately clean the walls and windows.

The tenant broke both bolts of the toilet and also created significant water damage on the floor of a bathroom as evidenced by the landlord's photographs. The landlord provided a receipt showing that in 2008, a toilet was installed at a cost of \$60.00 and she seeks to recover that amount as that is what she believes to be the value of a toilet installation. The landlord also provided an invoice for \$223.00 for the cost of replacing the bathroom linoleum with ceramic tile.

The tenant failed to return the keys to the rental unit and the landlord had to replace the locks on the unit at a cost of \$26.88 which she seeks to recover.

I note that the landlord also gave testimony regarding bylaw fines, unpaid rent, unpaid utilities and several other issues, but as these were not part of her written claim of which the tenant had notice, I have not considered these issues in this decision.

### Analysis

I accept the landlord's undisputed evidence and I find that the tenant failed to adequately clean the refrigerator and stove at the end of the tenancy and that she failed to clean the carpet. I find that the landlord is entitled to recover the cleaning costs and I award her \$476.38.

I find that the tenant broke the glass on the front door of the rental unit and I find that the landlord is entitled to recover the cost of replacement. I award the landlord \$203.07.

I dismiss the landlord's claim for the cost of repainting the rental unit. Residential Tenancy Policy Guideline #40 identifies the useful life of paint as 4 years and as the paint in the rental unit was already 4 years old at the time the tenancy ended, I find that it would have required repainting in any event.

I find that the tenant did not adequately clean the walls or windows of the rental unit and I award the landlord \$320.00.

I find that the tenant broke the bolts on the toilet and that she caused water damage to the bathroom floor. However, I find that the landlord has not proven the cost of installing the toilet as the invoice provided was not a current invoice and as I am not satisfied that the landlord incurred that cost, I dismiss that part of the claim. I find that the bathroom floor needed to be replaced, but I find it appropriate to discount the cost of that replacement to account for the diminished value of the linoleum due to age as well

as to account for the fact that the linoleum was replaced with a superior product. In the absence of evidence as to the age of the linoleum or the price difference between tile and linoleum, I find it appropriate to discount the \$223.00 claim by 60% and I award the landlord \$89.20.

I find that the landlord is entitled to recover the \$26.88 spent to replace locks and I award her that sum.

As the landlord has been substantially successful in her claim, I award her \$50.00 which represents the filing fee paid to bring her application.

### Conclusion

In summary, the landlord has been successful in the following claims:

Cleaning costs	\$ 476.38
Glass replacement	\$ 203.07
Washing of walls and windows	\$ 320.00
Floor replacement	\$ 89.20
Lock replacement	\$ 26.88
Filing fee	\$ 50.00
<b>Total:</b>	<b>\$1,165.53</b>

I grant the landlord a monetary order under section 67 for \$1,165.53. This order may be filed in the Small Claims Division of the Provincial 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: March 18, 2013

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Residential Tenancy Branch

