



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC Housing Management Commission
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damage to the rental unit. An agent for the landlord participated in the teleconference hearing, but the tenant did not.

The landlord stated that on February 19, 2013 the tenant was served with the application for dispute resolution and notice of hearing by registered mail. The Canada Post website showed that the tenant received the package on February 20, 2013. I accepted the landlord's evidence and found that the tenant was served with notice of the hearing. I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on September 4, 2001 and ended on May 31, 2012. The landlord and the tenant carried out a move-inspection and completed the condition inspection report on September 1, 2001, and they carried out a move-out inspection and completed the condition inspection report on June 1, 2012. The move-out condition inspection report notes damage to the front and back doors, as well as drywall damage. The landlord provided photographs of the damage to the doors and the damaged walls. The photographs show cracked doors that indicate they were likely kicked in, and three large holes where the walls appear to have been kicked or punched in. The tenant signed the report agreeing with the damage. The landlord has claimed \$940.80 for replacing both entry doors (\$504 for labour and \$436.80 for 2 doors) and \$156.80 for the cost of repairing drywall damage.

Analysis

Upon consideration of the evidence, I find that the landlord is entitled monetary compensation for the damage. The damage to the doors and walls is clearly not the result of normal wear and tear, and the tenant acknowledged the damage in writing on the move-out condition inspection report. I find that the landlord is entitled to the full amount claimed for repairs to the drywall, in the amount of \$156.80, and the full amount claimed for the labour to replace the doors, in the amount of \$504. However, the doors appear to be fairly old. The landlord did not indicate the age of the doors or doorframes. The tenancy began in 2001, and in the absence of evidence to the contrary, I find it likely that the doors and frames were at least as old as the tenancy, or 11 years old. The Residential Tenancy Policy Guidelines indicate the average lifespan of doors to be 20 years. I therefore find that the landlord is entitled to a depreciated amount for the cost of the doors, in the amount of \$196.56 (45 percent of \$436.80).

As the landlord's claim was mostly successful, they are also entitled to recovery of the \$50 filing fee for the cost of their application.

Conclusion

I grant the landlord an order under section 67 for the balance due of \$907.36. This order may be 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: May 27, 2013

Residential Tenancy Branch