



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD and FF

Introduction

This hearing was convened on an application made by the landlord on February 22, 2013 seeking a Monetary Order for damage to the rental unit, damage or loss under the rental unit and recovery of the filing fee for this proceeding.

In addition, I have exercised the discretion granted under section 64(3)(c) of the *Act* and amended the application by adding a request for authorization to retain the tenants' security deposit in set off.

Despite having been served with the Notice of Hearing sent by registered mail on February 22, 2013 to the address provided by the tenants, they did not call in to the number provided to enable their participation in the telephone conference call proceeding. Therefore, it proceeded in their absence.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for the claims submitted?

Background, Evidence and Analysis

This tenancy began on April 15, 2008 and ended February 13, 2013 pursuant to an Order of Possession issued on February 8, 2013 on the landlord's application for an early end of tenancy under section 56 of the *Act*.

During the hearing, the landlord gave evidence she had ended the tenancy following an incident on or about January 31, 2013 in which the male tenant had been arrested for

brandishing an axe causing substantial damage to rental unit and the door of a neighbour in the same rental building.

In support of her claims, the landlord submitted into evidence a number of photographs and a written estimate of the cost of repairs. She has reduced the claims on some terms on which actual cost was lower than estimated and withdrawn two claims.

In brief, the photographic evidence shows the need for cleaning and repairs to the rental unit to be severe and I find on the landlord's claims as follows:

General cleaning - \$350. The landlord gave stated that actual cost on this claim came in at \$300. She lowered the claim accordingly and it is allowed in full.

Carpet replacement - \$1,000. The landlord reduced this claim to actual cost of \$700. On the basis of photograph evidence, I find that the carpet was damaged beyond cleaning or repair. The landlord was uncertain of its age, but she stated it had been in good condition at the beginning of the tenancy. Given the severity of the damage, I allow only \$100 for normal wear and tear and allow \$600 of this claim.

Drywall repair - \$900. The landlord's photograph's show substantial drywall damage, some as a result of the axe incident. This claim is allowed in full.

Painting - \$700. In view of the length of this tenancy, I find that the paint would be depreciated and reduce the award on this claim to \$400 due to the extraordinary damage.

Washroom - \$1,000. The landlord withdrew this claim and the wash room repairs had been covered in other general claims.

Rental unit doors - \$850. The landlord makes this claim for the cost of replacement of interior and exterior doors damaged by the tenant. It is allowed in full.

Neighbour's exterior door - \$280. This claim is for the replacement cost of the neighbour's door damaged during the axe incident on January 31, 2013. It is allowed in full.

Replace/repair windows - \$500. The landlord withdrew this claim as the cost had been covered by insurance.

HST - \$669.60. In the absence of an itemized receipt showing the exact claims against which HST has been charged, I must dismiss this claim.

Filing fee – \$100. 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 tenants.

Security deposit – (\$325). As authorized by section 72 of the *Act*, I hereby order that the landlord retain the tenants' security deposit in set off against the balance owed.

Thus, I find that the tenants owe to the landlord an amount calculated as follows:

General cleaning	\$ 300.00
Carpet replacement	600.00
Drywall repair	900.00
Rental unit doors	850.00
Neighbour's exterior door - \$280	280.00
Filing fee	100.00
Sub total	\$3,030.00
Less retained security deposit	- 325.00
Less interest (April 15, 2008 to date)	- 3.48
TOTAL remaining owed to landlord	\$2,701.52

Conclusion

In addition to authorization to retain the tenants security deposits, the landlord's copy of this decision is accompanied by a Monetary Order for **\$2,701.52**, 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: May 17, 2013

Residential Tenancy Branch