



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 by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for the cost of replacing drapes and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

These parties were involved in two prior dispute resolution proceedings. In the first one, on November 20, 2012, the tenant had applied for the return of the security deposit. The landlord did not attend the hearing and the tenant was awarded the return of double the security deposit. In the second proceeding on March 06, 2013, the landlord had made application for damages and to retain the security deposit. The Arbitrator dismissed the landlord's application and also found that the security deposit had already been dealt with.

For the same reason, I dismiss the landlord's claim to retain the security deposit. Accordingly this hearing only dealt with the landlord's claim for a monetary order in the amount of \$600.00 to replace the drapes and for the filing fee.

Issues to be decided

Is the landlord entitled to \$600.00 for drapes and for the recovery of the filing fee?

Background and Evidence

The tenancy started in 2004 and ended on August 01, 2012. The landlord stated that the tenant was provided with clean drapes that were a few years old. The landlord also stated that the tenant did not clean the drapes during the eight year tenancy.

The tenant stated that the drapes were thread bare from the start of tenancy and if she attempted to clean them, they would have disintegrated. The tenant also stated that renovation work started on the day that she was moving out.

She stated that there was a lot of dust created from the renovation work. The landlord agreed that the work had started on the day the tenant was moving out.

The landlord did not file a receipt to support her claim of \$600.00. She stated that she had replaced the drapes with used drapes that she had in her possession.

Analysis

Based on the testimony of both parties, I find that landlord had the opportunity to make a claim for the replacement of the drapes at the previous hearing but neglected to do so. However, even if the landlord had made this claim, she would still have to prove that the tenant was responsible for the cost of replacing the drapes.

The landlord stated that the drapes were not clean after the tenant moved out. Since the renovation work started as the tenant was moving out, I find that this work could have contributed to the condition of the drapes.

Section 40 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the drapes. As per this policy, the useful life of drapes is ten years. The landlord stated that the drapes were a few years old at the start of tenancy therefore at the end of the eight year tenancy, were at least ten years old and had outlived their useful life. Therefore I find that the landlord would have had to replace the drapes at her own cost regardless of the condition they were left in.

Accordingly, for all the above reasons, I dismiss the landlord's claim. Since the landlord has not proven her claim, she must bear the cost of filing this application.

Conclusion

The landlord's application is dismissed.

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: July 11, 2013

Residential Tenancy Branch

