



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Pinnacle International  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing her to retain the security deposit. Despite having been personally served with the application for dispute resolution and notice of hearing, the tenant did not participate in the conference call hearing.

### 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 on October 1, 2006 and the tenant paid a \$352.50 security deposit on September 15, 2006. The tenant was obligated to pay \$803.00 per month in rent.

The tenant vacated the rental unit on April 5, 2013 without having paid rent for April and without having provided notice to the landlord. The landlord testified that she was unable to re-rent the unit until May 1. The tenant also failed to clean the rental unit, damaged a bedroom door and left the drapes damaged by smoke.

The landlord testified that she spent 5 hours cleaning the unit and seeks to recover \$125.00 as compensation for cleaning at a rate of \$25.00 per hour. The landlord further testified that the bedroom door had to be replaced at a cost of \$150.00 and that the drapes had to be replaced at a cost of \$165.00. The landlord also seeks to recover the \$50.00 filing fee paid to bring her application.

### Analysis

I accept the landlord's undisputed testimony and I find that the tenant vacated the rental unit without paying rent for April and that despite her attempts to mitigate her losses, the landlord was unable to re-rent the unit until May 1. I find that the landlord is entitled to recover \$803.00 in lost income and I award the landlord that sum.

I find that the tenant failed to adequately clean the rental unit, I find the landlord's claim in this regard to be reasonable and I award the landlord \$125.00.

I find that the tenant damaged the bedroom door and drapes and that the landlord incurred a loss of \$150.00 and \$165.00 respectively to replace these items. However, the landlord is not entitled to the replacement value of the items, but to the value of the items at the time they were replaced. The landlord was unable to give specifics as to the age of the door and drapes, but acknowledged that they were in place at the outset of the tenancy.

I find that the door and drapes were at least 6 years old. Residential Tenancy Policy Guideline #40 identifies the useful life of doors as 20 years. I find that the tenant deprived the landlord of 14 years, or 70%, of the useful life of the door and I find that the landlord is entitled to recover 70% of the cost to replace the door. I therefore award the landlord \$105.00 which is 70% of the \$150.00 claimed.

The aforementioned Guideline identifies the useful life of drapes as 10 years. I find that the tenant deprived the landlord of 4 years, or 40%, of the useful life of the drapes and I find that the landlord is entitled to recover 40% of the cost to replace the drapes. I therefore award the landlord \$66.00 which is 40% of the \$165.00 claimed.

As the landlord has been substantially successful in her claim, I find that she is entitled to recover the filing fee paid to bring her application and I award her \$50.00.

### Conclusion

The landlord has been successful as follows:

Loss of income	\$803.00
Cleaning	\$125.00
Door replacement	\$105.00
Drape replacement	\$66.00
Filing fee	\$50.00
<b>Total:</b>	<b>\$1,149.00</b>

The landlord has been awarded a total of \$1,149.00. I order the landlord to retain the \$352.50 security deposit and the \$11.19 in interest which has accrued to the date of this judgment and I grant the landlord a monetary order under section 67 for the balance of \$785.31. 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: July 12, 2013

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Residential Tenancy Branch

