



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MND, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by both landlords.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by personal service to the tenant's place of employment on May 10, 2013. The landlord testified that they followed up with the receptionist and the owner of the company that the tenant was provided the documentation on Friday May 10, 2013.

Based on the undisputed testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for compensation for damage, repairs and cleaning and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

### Background and Evidence

The landlord testified the tenancy began on May 12, 2011 as a month to month tenancy for the monthly rent of \$1,200.00 due on the 1<sup>st</sup> of each month. The landlord further stated the tenancy ended on November 1, 2012 and to date the tenant has not provided the landlord with a forwarding address.

The landlord has provided into evidence 147 photographs taken during the tenancy (near the end) and after the tenant vacated the rental property. The landlord did not complete a move in or move out Condition Inspection Report.

The landlord submits there was damage to the following items and seeks compensation in the amounts cited with receipts or estimates for all repairs submitted into evidence:

Description	Amount
Carpet removal and replacement	\$7,212.80
Painting (primer and paint)	\$3,090.44
Master bedroom door	\$28.97
Bolts and supplies for repairs	\$13.10
Window repair	\$19.99
Lawn – fill/soil/seed	\$200.00
<b>Total</b>	<b>\$10,565.30</b>

The landlord submits that the flooring in the living room was 2 years old; in the backroom was 5 years old and the rest was less than 7 years old. The landlord states the painting is required, not necessarily because of damage to the walls but because of the odour remaining in the unit that did not exist at the start of the tenancy or even after cleaning and being treated for odour. The landlord submits the last time the unit was painted was 10 years ago.

The landlord also seeks compensation for cleaning the rental unit and residential property in the amounts cited below with receipts for all cleaning submitted into evidence:

Description	Amount
Garbage removal	\$50.00
Rags/cleaners/masks	\$34.41
Odor eliminator	\$18.46
Cleaning supplies	\$149.39
Professional cleaning and restoration	\$800.00
<b>Total</b>	<b>\$1,052.26</b>

### Analysis

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

Based on the photographic evidence and undisputed testimony of the landlord I find the landlord has established they have suffered a loss as a result of damage to the rental unit and residential property during the course of the tenancy and that the tenant failed to fulfil his obligations under Section 37 at the end of the tenancy.

I also find the landlord has established the value of the loss through the receipts submitted into evidence and find the landlord is entitled to the compensation sought with

consideration for the useful life of materials for the painting and flooring as determined by Residential Tenancy Policy Guideline 40 that states the useful life for interior painting is 4 years and for carpeting is 10 years.

As such, and based on the landlord's testimony that the unit was last painted 10 years ago I find I must discount the landlord's claim for painting by 100%. In relation to the carpeting and based on the landlord's testimony of the varying ages of the carpet I find I must discount 1/3 (based on approximate portion of the total size of the rental unit) of the cost by 20% for the 2 year old living room carpet and 2/3 of the cost by 50% for the 5 year and older carpet. This discount reduces the total claim for carpet replacement to \$4,327.68.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$5,742.00** comprised of \$4,589.74 repairs; \$1,052.26 cleaning and the \$100.00 fee paid by the landlord for this application.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: August 15, 2013

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Residential Tenancy Branch

