



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WELDNER INVESTMENT SERVICES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR MNSD FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for orders as follows:

- a) A monetary order pursuant to Section 67;
- b) An Order to retain the security deposit pursuant to Section 38; and
- c) An order to recover the filing fee pursuant to Section 72.

SERVICE:

The tenant did not attend. The landlord provided sworn evidence that the Application for Dispute Resolution was served by registered mail. It was verified online as successfully delivered. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities the amount of rental and utility arrears, and that the tenant did damage to the property beyond reasonable wear and tear and the amount it cost to repair the damage? Is the landlord entitled to recover the filing fee?

Background and Evidence:

The tenant did not attend although served with the Application/Notice of Hearing. The landlord was given opportunity to be heard, to present evidence and to make submissions. The evidence is that the tenancy commenced on February 1, 2013 on a fixed term lease to February 28, 2014, a security deposit of \$592.50 was paid and rent is currently \$1185 a month. The tenant failed to pay rent in June 2013, the landlord served a Notice to End Tenancy for unpaid rent and the tenant vacated. The landlord said the tenant seemed to think that he was out at camp for work so should not be paying his rent and utilities. The building is a little over 15 years old.

The landlord claims as follows:

\$1165: rent arrears

\$178.84: utility (water) arrears

\$385.92: utility (hydro) arrears

\$412.14: replace bifold and room doors which were less than one year old.

\$295.37: replace linoleum which is less than one year old

\$107.94: locks and keys –tenant did not return them

\$48.95: repair holes in walls

\$49.98 : replace front window blinds which were new when the tenancy began

\$15.64 : to replace a toilet lever of unknown age

\$50.07 for tools to replace the linoleum

The tenant did not dispute the claim. The landlord provided invoices, the rental ledger, the lease, the condition inspection report and a number of photographs on a memory key to support the claim.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

I find the landlord has satisfied the onus of proving on a balance of probabilities the rental and utility arrears and the cost of repair as the oral evidence is well supported by the lease, rental ledger, invoices, the condition inspection report and photographs. I find that there are rental arrears in the amount of \$1165 for June 2013, and utility arrears of \$178.84 for water and \$385.92 for hydro. I find the landlord entitled to recover \$412.14 to replace doors and \$49.98 to replace the front window blinds which were almost new at move-in and on which no damage is noted on the move-in report. I find the landlord entitled to recover \$107.94 for rekeying the locks as the keys were not returned.

However, I find the move-in report notes cigarette burns on the kitchen floor so I find it unlikely that it was almost new. The *Residential Policy Guideline* provides for an estimated useful life of items in rented premises to account for reasonable wear and tear. I find linoleum flooring is given a useful life of 10 years and I find because of the burns it was likely two years old or had suffered unreasonable wear and tear from a previous tenancy so I find the landlord entitled to recover 80% of the cost of replacement or \$236.29 to replace and \$40.05 for the tools to replace it. Toilets are assigned a useful life of 20 years in the Guidelines and I find the landlord entitled to recover 25% of the cost of the toilet lever or \$3.91 as the landlord testified the building was a bit over 15 years old.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below. I find the landlord is entitled to retain the security deposit to offset the rental amount owing and to recover filing fees paid for this application.

Calculation of Monetary Award:

Rental arrears June 2013	1165.00
Utility arrears (178.84 water) (\$385.92 hydro)	564.76
Replace doors	412.14
Rekeying locks	107.94
Repair walls \$48.95+\$49.98 replace window blinds	98.93
Replace linoleum + tools allow 80%(236.29+ \$40.05)	276.34
Toilet lever allowance	3.91
Filing fee	50.00
Less security deposit (no interest 2013)	-592.50
Total monetary order to landlord	2086.52

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: September 03, 2013

Residential Tenancy Branch

