



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, 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 one of the 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 registered mail on June 12, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5th day after it was mailed.

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

The landlord also noted at the start of the hearing that they no longer sought compensation for damage to the house caused by the tenant hitting the house with her moving van as this was being covered by insurance. As such the landlord reduced their monetary claim from \$3,177.81 to \$1,002.81. I amend the landlords' Application to reflect this reduction.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for damage to the rental unit; for all or part of the security deposit 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 in the spring of 2010 as a month to month tenancy for a monthly rent of \$825.00 due on the 1st of each month with a security

deposit of \$412.50 and a pet damage deposit of \$412.50 paid. The landlord submits the tenancy ended on May 31, 2013.

The landlord submits the tenant left the rental unit in a condition that required cleaning and some repairs due to damage caused by the tenant's dog; as well as other missing items and damage as follows:

Description	Amount
Garbage removal and disposal	\$40.00
Cleaning	\$120.00
Carpet Cleaning	\$85.00
Carpet repairs to hall and bedroom	\$100.00
Entry door paint and replace casing	\$75.00
Shower head replacement (tenant removed landlords')	\$21.23
Kitchen cupboard pulls (many missing)	\$6.70
Replace, paint, and install damaged doors in bedroom, bathroom, and laundry room	\$230.00
Replace 5 window blinds	\$324.88
Total	\$1,002.81

The landlord noted that the carpet damage, likely caused by the tenant's dog, was on carpeting that was about 10 years old. She also stated that some of the doors that were replaced because of holes in them and some because of dog damage.

The landlord notes that the tenant had removed the shower head during the tenancy to replace with one of her own and when she moved out she took the landlord's shower head with her.

The landlord does not know what happened to the cupboard pulls by some were missing and she was able to use some pulls that she had from another rental unit but still had to buy a couple of pulls new.

The landlord submits that the blinds were all damaged and she is not sure how this damage occurred but only that it did occur during the tenancy.

The landlord submitted a letter into evidence that she had sent to the tenant regarding these items and has received no response from the tenant.

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 landlord's undisputed evidence and testimony I find the tenant failed to comply with the requirements of Section 37. I find that as a result of this non-compliance the landlord has suffered a loss as claimed above.

However, in relation to the landlord's claim for carpet repairs, I note that Residential Tenancy Policy Guideline #40 lists the useful life for carpets as 10 years and as the landlord identified that the carpets were approximately 10 years old I discount the portion of the landlords' claim for carpet repairs by 100%.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$952.81** comprised of \$902.81 compensation and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and pet damage deposit held in the amount of \$825.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$127.81**.

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: September 17, 2013

Residential Tenancy Branch

