



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND

Introduction

This hearing dealt with an application by the landlord for a monetary order for damage to the rental unit. Both landlords attended the teleconference hearing, but the tenant did not.

The landlord submitted evidence to establish that the tenant was served with the application for dispute resolution and notice of hearing by registered mail on June 12, 2013. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on June 17, 2013, and I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on September 1, 2011 and ended on October 1, 2012. The landlord stated that the tenant caused damage to several items in the rental unit, and caused the landlord to incur various expenses. The landlord has claimed the following:

- 1) \$900 for carpet replacement – the carpet was extremely damaged by stains and pet urine. The landlord attempted to clean the carpet but was unsuccessful. The carpet was new in December 2009;
- 2) \$1200 estimated cost for replacement of set of three leather sofas – the landlord left the sofas in a common area that the tenant could use for storage only, and one of the sofas was damaged by cat scratches;
- 3) \$100 for painting and patching – the walls were damaged in every room;
- 4) \$100 estimated cost to replace broken bedroom door;

- 5) \$100 estimated cost for sink replacement;
- 6) \$85.68 for hotel cost – the landlord was going to move back into the rental unit after the tenant vacated, but they had to stay in a hotel for one night because the unit was smelly and needed cleaning;
- 7) \$80 for cleaning; and
- 8) \$68.42 for pictures, transit and registered mail.

In support of their claim, the landlord submitted photographs of the damage to the above-noted items.

Analysis

Upon consideration of the evidence, I find as follows.

I accept the landlord's evidence that they had to stay in a hotel for one night, and that the unit required cleaning, and I grant the landlord those amounts. I also accept the landlord's evidence regarding the painting and patching required, as the walls were clearly badly damaged, and I grant the landlord that portion of their claim.

The landlord's photos show that the carpets were badly stained, and I accept the landlord's claim that the carpet needed to be replaced. However, as the carpet was nearly three years old at the end of the tenancy, I find that I must take into account depreciation of 30 percent, and I grant the landlord \$630 for replacing the carpet.

I find that I cannot grant the landlord's claim for replacement of the sofa, the bedroom door or the sink. The landlord did not provide evidence to support their estimate for the replacement cost of the sofa, and they did not provide evidence of the condition or age of the sink or door at the outset of the tenancy.

I decline to grant the landlord's claims for pictures, transit and registered mail, as the only recoverable cost associated with the dispute resolution process is the filing fee. In this case, the landlord did not claim recovery of the filing fee.

Conclusion

I find that the landlord is entitled to \$895.68.

The remainder of the landlord's claim is dismissed.

I grant the landlord an order under section 67 for the balance due of \$895.68. This order may be filed in the Small Claims 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: October 8, 2013

Residential Tenancy Branch

