



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RIZE ALLIANCE (BROADWAY) PROJECTS INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with a landlord's application for a Monetary Order for damage to the rental unit and authorization to retain the tenant's security deposit. The tenant did not appear at the hearing. The landlord's agent submitted that the hearing documents were sent to the tenant via registered mail on July 11, 2013 to the forwarding address provided orally by the tenant. The registered mail was returned as unclaimed. The landlord's agent submitted that the landlord's evidence was sent to the tenant via registered mail on October 3 and 4, 2013 and that the registered mail remained unclaimed as of the date of the hearing. The landlord provided a copy of the registered mail receipt, including tracking number, for the package sent on July 11, 2013 and orally provided registered mail tracking numbers as proof of service for the evidence packages. Section 90 of the Act deems a person to have received documents five days after mailing so that a party cannot avoid service by refusing to accept or pick up their mail. Based upon the undisputed submission provided to me, I accepted that the landlord served the tenant with the hearing documents and evidence in a manner that complies with the Act and I continued to hear from the landlord's agent without the tenant present.

Procedural Matters

In filing the Application for Dispute Resolution the landlord claimed an amount based upon estimates. During the hearing, I enquired as to whether the repairs had been completed. The agent testified that he believed they had been. I noted the landlord had not submitted the invoices or receipts to establish its actual losses. I ordered the landlord to submit the invoices and/or receipts showing the repairs that had been made. The landlord submitted the invoices and/or receipts as requested and I have considered those invoices and receipts in making this decision.

Issue(s) to be Decided

1. Has the landlord established an entitlement to compensation for damage to the rental unit?
2. Is the landlord authorized to retain the security deposit?

Background and Evidence

The tenancy commenced August 15, 2011 and the tenant paid a security deposit of \$750.00. The tenant moved out of the unit on July 1, 2013.

The landlord prepared condition inspection reports at the beginning and end of the tenancy. The tenant's boyfriend participated in the move-out inspection on July 2, 2013 on behalf of the tenant but refused to sign the inspection report.

The landlord submitted that the tenant left the rental unit dirty and damaged. In particular; the walls were marked and damaged; the stove and countertops were scratched; and, the interior sliding door was off its tracks. The landlord seeks to recover compensation from the tenant for the following amounts:

Description	Estimated amounts	Actual loss
Cleaning	\$210.00 + gst	\$220.50 incl. tax
Wall and trim painting and touch ups	\$660.00 + gst	\$693.00 incl. tax
Scratched stove and countertops	\$500.00	Not repaired
Sliding door		\$216.56 incl. tax
Total	\$1,370.00	\$1,130.06

Evidentiary material provided by the landlord included: the tenancy agreement; the condition inspection reports; invoices, receipts and estimates; and, photographs of the rental unit.

The photographs depict a unit in need of additional cleaning; marks, scuffs and stains on the walls; broken sliding door; and, scratches on the stove control panel.

Analysis

The Act requires that at the end of the tenancy the tenant must leave the rental unit reasonably clean and undamaged. The Act provides that reasonable wear and tear is not considered damage.

Awards for damages are intended to be restorative, meaning the award should place the applicant in the same position had the damage not occurred. Where an item has a limited useful life, it is appropriate to reduce the replacement cost by the depreciation of the original item. In order to estimate depreciation of the replaced item, where necessary, I have referred to normal useful life of the item as provided in Residential Tenancy Policy Guideline 40: *Useful Life of Building Elements*.

Upon review of all of the evidence presented to me, I find as follows:

Cleaning

The tenant failed to leave the rental unit reasonably clean and I grant the landlord's request for compensation of \$220.50 to clean the unit.

Walls and Trim

The marks, scuffs and stains on the walls are beyond normal wear and tear for a two-year tenancy. Also of consideration is that interior painting has a useful life of four years. Therefore, I find the landlord entitled to recover 50% of the amount incurred to paint and make minor repairs to the walls. The landlord is awarded \$346.50.

Scratched stove and countertop

The photographs depict a scratched control panel on the stove; however, I fail to see scratches on the countertops. I find the landlord's estimate of \$500.00 is unsupported by the evidence presented to me. Therefore, I grant the landlord an estimated de-valuation of the stove of \$50.00

Sliding door

The interior sliding door was off the track and I find this occurred during the tenancy. I am satisfied that this is a result of actions or use beyond normal wear and tear. Therefore, I award the landlord compensation of \$216.56 to have the door repaired and reinstalled.

Filing fee

As the landlord's claim had merit I award the landlord \$50.00 to recover the filing fee from the tenant.

Security deposit and Monetary Order

Based on all of the above, the landlord has been awarded a total amount of \$883.56. I authorize the landlord to retain the \$750.00 security deposit in partial satisfaction of the amounts awarded to the landlord and provide the landlord with a Monetary Order for the balance of \$133.56 to serve and enforce as necessary.

Conclusion

The landlord is authorized to retain the security deposit and has been provided a Monetary Order for the balance of \$133.56 to serve and enforce as necessary.

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: November 08, 2013

Residential Tenancy Branch

