



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AFFORDABLE HOUSING CHARITABLE ASSOCIATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MND, MNSD, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for cleaning, repairs and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim.

The landlord sent a copy of his application and the notice of hearing to the tenant by registered mail on August 15, 2013, to the forwarding address provided by the tenant and provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for cleaning, repairs and for the recovery of the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on February 01, 2010. Prior to moving in the tenant paid a security deposit of \$450.00. The tenant moved out on August 05, 2013. The landlord filed a copy of the move in and move out inspection report. The landlord filed photographs and invoices to support his claim for the following:

1.	Administration charges	\$17.83
2.	Painting	\$170.00
3.	Carpet cleaning	\$135.45
4.	Suite cleaning	\$320.00
5.	Repairs	\$60.00
6.	3 window screens	\$117.60
7.	10 light bulbs	\$50.00
	Total	\$870.88

Analysis

Section 40 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the painting and the window screens. As per this policy, the useful life of interior painting is four years and the useful life of window coverings is ten years. The landlord painted and replaced screens at the start of the tenancy and therefore at the end of the tenancy the paint had 4 months and the screens had 72 months of useful life left. Accordingly, I find that the landlord is entitled to \$62.12 for the painting and \$70.56 for the screens, which is the prorated value of the remainder of the useful life of these items.

Based on the testimony of the landlord, the documents and photographs filed into evidence and in the absence of evidence to the contrary I find that the landlord has proven his claim as follows:

1.	Administration charges	\$17.83
2.	Painting	\$62.12
3.	Carpet cleaning	\$135.45
4.	Suite cleaning	\$320.00
5.	Repairs	\$60.00
6.	3 window screens	\$70.56
7.	10 light bulbs	\$50.00
	Total	\$715.96

Since the landlord has proven his claim, he is also entitled to the filing fee. Overall the landlord has established a claim of \$765.96. I order that the landlord retain the deposit of \$450.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$315.96. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for the amount of **\$315.96**.

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 21, 2013

Residential Tenancy Branch