



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Colwell Banker Horizon Realty  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MND; MNDC, MNSD; FF

### **Introduction**

This is the Landlord's application for a Monetary Order for damages; compensation for damage or loss under the Act, regulation or tenancy agreement; to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that the Notice of Hearing documents and copies of the Landlord's documentary evidence were mailed to the Tenant, via registered mail, to the rental unit on October 17, 2013. The Landlord provided a copy of the registered mail receipt and tracking number in evidence.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. I also note that the Tenant provided documentary evidence to the Residential Tenancy Branch with respect to the Landlord's application.

Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

### **Issues to be Decided**

- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

### **Background and Evidence**

The Landlord's agent KC gave the following testimony:

A copy of the tenancy agreement was provided in evidence. This tenancy began on September 1, 2012. It began as a one year term lease, ending August 31, 2013, and continued on a month-to-month basis thereafter. Monthly rent was \$1,400.00, due on the first day of each month. The Tenant paid a security deposit and a pet damage

deposit at the beginning of the tenancy, in the total amount of \$1,400.00. The tenancy ended on September 30, 2013.

KC testified that the move-in condition report was completed on August 23, 2012. He testified that the Tenant was anxious to move into the rental unit early even though the rental unit was dirty. He stated that the Tenant accepted that the rental unit was dirty at the beginning of the tenancy, but that he had a cleaner come in to clean the rental unit while the Tenant was moving in. He stated that the carpets were only in fair shape, but that they were shampooed at the beginning of the tenancy.

KC testified that he noticed during the move-out Condition Inspection that there were two broken blinds and a large burn in the linoleum floor. KC stated that the Tenant told him that the Tenant had been cooking and didn't use an oven mitt when she picked up a hot pan. The Tenant dropped the pan to the floor, causing a large scorch mark. KC stated that the Tenant blamed him, saying that he had not told her how hot the stove gets. KC testified that the blinds and the Kitchen lino were both two years old.

KC stated that the Tenant ripped the gate off its hinges; ripped towel bars off the walls; removed smoke detectors; and left garbage strewn about the rental property. He stated that the rental unit appeared reasonably clean at first glance, but the Tenant did not clean the stove, fridge, cupboards, or shampoo the carpet at the end of the tenancy.

The Landlord provided copies of invoices for the repairs and cleaning. KC stated that he estimated the costs of the damages, but that some of the invoices were actually higher than the estimates, as follows.

	Actual cost	Claim
Cost of replacing two broken blinds	\$141.96	\$100.00
Cleaning costs	\$227.50	\$227.50
Miscellaneous repairs	\$350.63	\$252.00
Carpet cleaning	\$121.80	\$121.80
Replace lino (materials)	\$448.00	\$448.00
Replace lino (labour)	\$525.00	<u>\$525.00</u>
TOTAL		\$1,724.30

### **Analysis**

KC also remarked on the Tenant's documentary evidence, refuting it in its entirety. The Tenant did not sign into the Hearing and therefore, KC could not cross examine her on her written submissions. In addition, I could not ask the Tenant clarifying questions with

respect to her written submissions. Therefore, I accept the undisputed affirmed testimony of the Landlord's agent in its entirety.

Residential Tenancy Policy Guideline 40 provides the useful life of building materials. The Guideline provides that linoleum and blinds both have an approximate useful life of 10 years. The Landlord's invoice indicates a charge of \$40.00 per hour to install the blinds, which I find to be excessive. I allow \$25.00 per hour for installing the blinds. I have adjusted the values to reflect the depreciated value of the blinds and the lino by 20% of the demonstrated cost to replace them, as follows:

Blinds: materials \$99.96 x 80%	\$79.97
Labour (1 hour @ \$25.00)	<u>\$25.00</u>
	\$104.97
Lino: materials \$448.00 x 80%	\$358.40
Installation	<u>\$525.00</u>
	\$883.40

I find that the Landlord has established a total monetary claim, calculated as follows:

Cost of replacing two broken blinds	\$104.97
Cleaning costs	\$227.50
Miscellaneous repairs	\$252.00
Carpet cleaning	\$121.80
Replace lino (materials and labour)	<u>\$883.40</u>
TOTAL	\$1,589.67

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary claim. No interest has accrued on the security deposit.

The Landlord has been successful in its application and is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Damages	\$1,589.67
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$1,639.67
Less security deposit	<u>- \$1,400.00</u>
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$239.67</b>

**Conclusion**

I hereby provide the Landlord with a Monetary Order in the amount of **\$239.67** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: January 23, 2014

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Residential Tenancy Branch