



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NACEL PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR MNDC MNSD FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

SERVICE:

The tenant did not attend. The landlord provided evidence that the Application for Dispute Resolution was served by registered mail. It was verified online as successfully delivered to one tenant and that the other tenant refused to pick it up after notices were left by the Postal Service. I find that the tenant was properly served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that the tenant owes rent and did damages to the property, that they were beyond reasonable wear and tear and the cost to cure the damage? Is the landlord entitled to recover the filing fee?

Background and Evidence:

Only the landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced on October 8, 2012, a security deposit of \$600 was paid and rent was \$1200 a month. It is undisputed that the tenant vacated on November 30, 2013 but left owing rent of \$575. The tenant did not submit any dispute to the amount owing.

The landlord also claims the following:

Carpet cleaning: \$105 as per invoice

Blind cleaning: \$30 as invoiced

\$120: general cleaning

\$187.25: painting as invoiced. Paint was new on October 8, 2012.

\$50 for repairs to walls etc.

The landlord requests to retain the security deposit to offset the amount owing.

On the basis of the solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Monetary Order:

The onus of proof is on the landlord to prove that the tenant did damage to the property, that it was beyond reasonable wear and tear and the amount it cost to cure this damage. I find the landlord has satisfied the onus. In addition to sworn evidence, the landlord provided copies of the rental ledger, the condition inspection report done at move-in and move-out and invoices to support all the amounts claimed. Although the tenant refused to sign the move-out report, the move-in signed report shows that the unit was clean, carpets were shampooed and walls newly painted whereas the move-out report notes oily dirt and holes on the walls.

I find the landlord entitled to recover \$575 in rent arrears, \$105 for carpet cleaning, \$30 for blind cleaning, \$120 for general cleaning and \$50 for repairs. The paint was one year old at move-out and the Residential Tenancy Policy Guidelines assigns a useful life for paint of 4 years in rented premises; this is designed to account for reasonable wear and tear. I find the landlord entitled to recover \$140.44 for the 75% of useful life remaining.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below. I find the landlord is entitled to retain the security deposit to offset the rental amount owing and to recover filing fees paid for this application.

Calculation of Monetary Award:

Rent arrears	575.00
Carpet (\$105) and Blind (\$30) cleaning	135.00
General cleaning	120.00
Repairs	50.00
Paint allowance for remaining life	140.44
Filing fee	50.00

Less security deposit (no interest 2012-13)	-600.00
Total Monetary Order to Landlord	470.44

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: February 27, 2014

Residential Tenancy Branch

