



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **Introduction,**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost of painting, carpet replacement, repairs, the filing fee and to retain the security deposit in satisfaction of the claim. The tenant applied for the return of the security deposit, the filing fee and compensation for a rent increase that he alleges was illegal.

This matter was originally heard on October 08, 2014. Both parties attended that hearing. The tenant stated that he had not received the landlord's evidence because he was out of the country. In order to give the tenant an opportunity to respond to the landlord's evidence, I adjourned the hearing to be heard on this date.

Both parties were served with notices of hearing by the Residential Tenancy Branch and notified of the new date and time accompanied by instructions to call in. Despite having made application and having been served a 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. Since the tenant did not attend the hearing, his application is dismissed. Accordingly this hearing only dealt with the landlord application.

### **Issues to be decided**

Is the landlord entitled to a monetary order for the cost of painting, carpet replacement and repairs and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy started on May 01, 2011 and ended on May 31, 2014. The monthly rent at the end of tenancy was \$1,300.00.00, payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$550.00. The rental unit is located in the basement of the landlord's home. The landlord lives upstairs

The landlord testified that she purchased the home in 2011 and that the prior owner had painted and replaced carpet in the basement some time prior to the sale. The landlord estimated that the paint and the carpet were approximately five years old at the time the tenancy ended.

The landlord testified that the tenant left the unit in a condition that required painting and repair. The carpet was heavily stained and the walls were damaged. The landlord filed photographs and receipts to support her claim.

The landlord stated that in December 2012, there was a problem with heating and she hired a handy man to fix the problem. The landlord filed a receipt in the amount of \$200.00 for the handy man's services.

The landlord also stated that during the tenancy in January 2014, the tenant damaged the stove by leaving the burners and oven on for an extended period of time. All the elements of the stove were burnt out. The landlord filed a receipt in the amount of \$300.00 for a handy man to fix the stove. The landlord also testified that the water in the toilet ran continuously which resulted in high water bills. In February 2013, she had a plumber fix the problem and filed a receipt for \$300.00.

The landlord stated that she was unable to clean the carpet and had it replaced at a cost of \$2,200.00. The landlord had the rental unit painted at a cost of \$1,200.00.

The landlord also filed receipts for the purchase of paint and supplies. These purchases were made between the period of May 19 to August 17, 2014. Two purchases are for paint and the other two are for parts to fix the toilet.

The landlord is claiming the following:

1.	Carpet Replacement	\$2,200.00
2.	Painting	\$1,200.00
3.	Repairs to heating system	\$200.00
4.	Stove/oven repairs	\$300.00
5.	Plumbing repairs	\$300.00
6.	Paint – (\$45.43 + \$51.56)	\$96.99
7.	Plumbing parts (\$16.05 + \$58.71)	\$74.76
8.	Filing fee	\$50.00
	<b>Total</b>	<b>\$4,421.75</b>

## **Analysis**

1. Carpet Replacement - \$2,200.00
2. Painting - \$1,200.00

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 carpet. As per this policy, the useful life of interior painting is four years and the useful life of carpet is ten years. The landlord testified that at the end of the tenancy, the carpet and painting were approximately five years old. Therefore, the painting had outlived its useful life while the carpet had five years of useful life left. Accordingly, the landlord's claim for \$1,200.00 for painting is dismissed and I find that the landlord is entitled to \$1,100.00 which is the prorated value of the remainder of the useful life of the carpet.

3. Repairs to heating system - \$200.00
4. Stove/oven repairs - \$300.00
5. Plumbing repairs - \$300.00

The landlord testified that due to the tenant's negligence, the stove elements burned out, the water ran continuously in the toilet and the heating system was problematic. Section 32 of the *Residential Tenancy Act*, states that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law and having regard to the age, character and location of the rental unit, make it suitable for occupation by a tenant.

*Residential Tenancy Policy Guideline #1* states that reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant.

Based on the testimony of the landlord, I find that the landlord has not proven deliberate damage or negligence on the part of the tenant. I further find that the maintenance of the stove, heating system and plumbing is the responsibility of the landlord and accordingly, the landlord's claim for items 3, 4 and 5 are dismissed.

6. Paint – (\$45.43 + \$51.56) - \$96.99
7. Plumbing parts (\$16.05 + \$58.71) - \$74.76

For the reasons indicated above, I find that the landlord is responsible for the cost of paint and plumbing parts.

8. Filing fee - \$50.00

Since the landlord has proven a portion of her case I award her the recovery of the filing fee of \$50.00.

The landlord has established the following claim:

1.	Carpet Replacement	\$1,100.00
2.	Painting	\$0.00
3.	Repairs to heating system	\$0.00
4.	Stove/oven repairs	\$0.00
5.	Plumbing repairs	\$0.00
6.	Paint – (\$45.43 + \$51.56)	\$0.00
7.	Plumbing parts (\$16.05 + \$58.71)	\$0.00
8.	Filing fee	\$50.00
	<b>Total</b>	<b>\$1,150.00</b>

The landlord has established a claim of \$1,150.00. I order that the landlord retain the deposit of \$550.00 in partial satisfaction of the claim and I grant the landlords an order under section 67 of the *Residential Tenancy Act* for the balance due of \$600.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

The landlord may retain the security deposit. In addition, I grant the landlord a monetary order in the amount of **\$600.00**.

The tenant's application is dismissed in its entirety.

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 27, 2014

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Residential Tenancy Branch

