



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hollyburn Properties Limited
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, OPB, MNR, MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order permitting retention of the security deposit in partial satisfaction of the claim. Although served with the Application for Dispute Resolution and Notice of Hearing, and subsequently the Amended Application for Dispute Resolution, all by registered mail the tenants did not appear.

At the beginning of the hearing the landlord advised that the tenants had vacated the rental unit and an order of possession was not required.

Issue(s) to be Decided

Is the landlord entitled to a monetary order and, if so, in what amount?

Background and Evidence

This one year fixed term tenancy commenced March 1, 2014. The monthly rent of \$1350.00 was due on the first day of the month. The tenants paid a security deposit of \$675.00. A move-in inspection was conducted and a move-in condition inspection report was completed.

Part of the tenancy agreement was a written undertaking by the tenants that they would assume responsibility for any damage done by the previous tenants including the replacement of damaged blinds.

On September 2, 2014 the landlord issued and posted a 10 Day Notice to End Tenancy for Non-Payment of Rent. On September 29, 2014, the tenants gave the landlord written notice that they would be moving out of the rental unit on September 30, 2014. However, the tenants did not vacate the rental unit until October 1. The tenant did not pay the September rent. The landlord was able to rent the unit for October.

Although served with a Notice of Final Opportunity to Schedule a Condition Inspection the tenants did not attend at the move-out inspection. The landlord found the following deficiencies in the condition of the rental unit:

- The suite had not been cleaned. The landlord submitted an invoice for \$168.00 for cleaning which represents 8 hours of cleaning @ \$20.00 per hour plus applicable taxes.
- The carpet was stained, including pet urine. The landlord submitted an invoice for \$115.00 for carpet cleaning.
- A blind in the living room and the track in the bedroom had to be replaced and other blinds had to be repaired. The landlord submitted an invoice in the amount of \$500.00 for these repairs. The landlord testified that the blinds were about three years old.
- The one panel of the glass in the sliding balcony door was damaged and had to be replaced. The landlord submitted an invoice for \$382.26 for replacement of the glass. The landlord did not have any information on the age of the glass.
- The tenant did not return the keys. The landlord claims \$25.00 each for two missing keys.

In addition, the landlord claims late payment fees for August and September in the amount of \$25.00 for each month.

Analysis

On any claim for damage or loss the party making the claim must prove, on a balance of probabilities:

- that the damage or loss exists;
- that the damage or loss is attributable solely to the actions or inaction of the other party; and,
- the genuine monetary costs associated with rectifying the damage.

In a claim by a landlord for damage to property, the normal measure is the cost of repairs or replacement cost (less an allowance for depreciation), whichever is lesser. The Residential Tenancy Branch has developed a schedule for the expected life of fixtures and finishes in rental units. This depreciation schedule is published in *Residential Tenancy Branch Guideline 40: Useful Life of Building Elements* and is available on-line at the Residential Tenancy Branch web site.

The expected useful life of blinds in a rental unit is ten years. These blinds were three years old so a depreciation rate of 30% will be applied to the claim for blind replacement and repairs.

The expected useful life of windows in a rental unit is fifteen years. However, the part of the sliding glass door that was damaged is not one of the parts that is subject to wear and tear like the rollers in the frame so its' expected useful life should be substantially longer. Accordingly I have decided not to apply any depreciation to the claim for glass repair.

I find that the landlord has established a total monetary claim of \$2515.26 comprised of unpaid September rent in the amount of \$1350.00; late payment fees in the amount of \$50.00; cleaning and carpet cleaning in the amount of \$283.00; blind replacement/repairs in the amount of \$350.00; glass replacement in the amount of \$382.26; key replacement in the amount of \$50.00; and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the deposit of \$675.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1840.26.

Conclusion

A monetary order in favour of the landlord in the amount of \$1840.26 has been made. If necessary, this order may be filed in the Small Claims Court 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: November 04, 2014

Residential Tenancy Branch

