



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants did not attend this hearing, although I waited until 1:50 p.m. in order to enable the tenants to connect with this teleconference hearing scheduled for 1:30 p.m. A representative for the landlord ("the landlord") attended the hearing and was given a full opportunity to be heard, to present sworn testimony, and to make submissions with respect to the application.

The landlord provided evidence that the Application for Dispute Resolution hearing package on August 6, 2014 was sent by registered mail. The landlord provided Canada Post receipts and tracking information with respect to the mailings. The landlord testified that both parties were sent applications to their last known addresses and that the packages were confirmed as picked up by each party. I find that both tenants were deemed served with the Application for Dispute Resolution hearing package on August 11, 2014, 5 days after mailing.

Issues to be Decided

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

This tenancy began on November 1, 2012 and continued until the tenants vacated the rental unit townhouse on August 31, 2013. The tenants ("Tenant KT" and "Tenant RM") provided notice to the landlord of their intention to end tenancy on August 9, 2013. The landlord submitted a copy of the written tenancy agreement. No security deposit was paid with respect to this tenancy.

The landlord presented condition inspection reports prepared at move-in and move-out. The landlord testified, supported by the reports provided, that the rental unit was clean and newly painted on move-in. Tenant KT attended both move-in and move-out inspections, signing both reports. The landlord testified that the tenants left without cleaning the rental unit. She testified that the rental unit required substantial extra cleaning, including but not limited to; cleaning all surfaces of the unit; removing a substantial amount of debris left by the tenants; cleaning floors on all three levels of the rental unit after removal of the debris; as well as repairing and painting the walls of the entire unit. The landlord submitted pictures that illustrate furniture items and debris left behind, unclean appliances and rental unit as well as damage (holes to dry-wall and stains).

The landlord provided undisputed sworn testimony that Tenant KT paid \$100.00 on August 21, 2014 towards these damages. The landlord testified that the landlord's initial amount should be adjusted by \$1.00 due to an initial calculation error. The landlord provided documentary evidence showing that both tenants were sent individual letters providing the amount owing at the end of their tenancy. The landlord also provided documentary evidence showing that both tenants independently acknowledged the debt to the landlord and agreed to pay the amounts above.

The landlord testified that Tenant KT disputed paying the full amounts documented on the invoices provided in evidence. The landlord reduced the amount owed by the tenants for extra cleaning from \$787.50 to \$236.25 and reduced the painting amount from \$1297.80 to \$973.35.

The landlord submitted, with the support of documentary evidence including invoices, that damage and loss as result of this tenancy owed by the tenants is as follows;

Item	Amount
Extra Cleaning	\$236.25
Removal of Debris and	157.50

subsequent floor cleaning of entire unit	
Repair of dry-wall and painting of unit (original amount agreed: \$973.35 - \$1.00)	972.35
Total Monetary Amount of Damages by Tenants	\$1366.10

Analysis

Section 67 of the *Act* provides that, if damage or loss results from a party not complying with this *Act*, the regulations or a tenancy agreement, an arbitrator may order that party to compensate the other party.

The landlord provided sworn undisputed testimony that, contrary to the tenancy agreement and the requirements of the *Act* on vacating a rental unit, the tenants left the unit very unclean and with a substantial amount of debris. The landlord provided testimony and supporting documentary evidence of the costs that were incurred to clean the rental unit. The landlord testified, and provided supporting evidence, that the tenants agreed to pay the amount sought in this application.

If an arbitrator finds that a landlord has made repairs to a rental unit due to damage caused by the tenant, the arbitrator may consider the age of the item at the time of replacement or repair, the “useful life” of the item when calculating the tenant’s responsibility for the costs. Residential Policy Guideline No. 40 recommends that interior painting on a rental should occur approximately every four years in a rental unit. I accept the landlord’s undisputed evidence that the rental unit had been painted in 2012 when the tenants moved in. I also accept the landlord’s testimony and supporting evidence that this rental unit required re-painting at the end of this tenancy, 10 months after this tenancy began.

Based on this undisputed evidence, I find that the landlord had to repaint the rental unit and make repairs to the drywall 38 months earlier than would normally have been the case. Using Residential Policy Guideline 40 as a guide, this would normally entitle the landlord to recover 79.2% of his painting costs from the tenant $(48-10)/48 = 79.2\%$. However, in this case, the landlord agreed to reduce the claim for painting and repairs to 75% of the original claim $(\$973.35/\$1297.80 = 75\%)$. Under these circumstances, I allow the landlord’s application for a monetary award of \$973.35 as I find that this part of the landlord’s claim properly reflects the loss in useful life of the original painting of this rental unit which occurred during the course of this tenancy.

I also accept all of the undisputed evidence submitted by the landlord in support of the claim that the rental unit required substantial cleaning and debris removal. I find that the landlord is entitled to compensation for these damages.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$50.00 filing fee paid for this application.

I find the landlord is entitled to a monetary order as follows;

Item	Amount
Extra Cleaning	\$236.25
Removal of Debris and subsequent floor cleaning of entire unit	157.50
Repair of dry-wall and painting of unit	972.35
Payment by Tenant KT	-100.00
Filing fee for this Application	50.00
Total Monetary Order	\$1316.10

Conclusion

I issue a monetary Order in favour of the landlords against the tenants in the amount of \$1316.10.

The landlord is provided with a formal Order in the above terms. Should the tenant(s) fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial Court of British Columbia.

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 26, 2015

Residential Tenancy Branch

