



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUTTON GROUP MEDALLION REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: 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 Section 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 sworn evidence that the Application for Dispute Resolution was served by registered mail. It was verified online as successfully delivered. I find that the tenant was legally 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 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 1, 2013, a security deposit of \$1200 was paid and rent was \$2400 a month.

The landlord claims as follows:

\$1260 to replace a family room carpet (approximately 7 years old) that could not be restored by cleaning.

\$184 for dump fees and labour

\$187.50 for replacement of lightbulbs

\$400 for cleaning this six bedroom home that was left very dirty.

\$200 to replace a faucet (approximately 7 years old)

\$52.50 to repair a hole in the spice kitchen

\$236.25 for carpet cleaning in the home

(The landlord is waiving the \$200 for garage remotes and states that the tenant should have a credit of \$618.92 for a utilities reimbursement).

In evidence is the move-in and move-out condition inspection report, the tenancy agreement, and invoices to support the landlord's claim.

On the basis of the documentary and 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's evidence credible as it is well supported by the condition inspection reports signed by both parties. However, I note on the reports that the family room carpet at some damage at the outset of the tenancy and I find this should be taken into account in the allowed amount for carpet replacement as the tenant was not responsible for all the damage to it.

As explained to the landlord in the hearing, the Residential Tenancy Policy Guideline assigns an expected useful life for items in rented premises which is designed to account for reasonable wear and tear. Carpets are assigned a useful life of 10 years. This family room carpet was 7 years old so had 30% of its useful life remaining. As there was some damage at the outset of the tenancy, I find the tenant entitled to a further credit of 5%. Therefore, I find the landlord entitled to recover 25% of the carpet replacement cost or \$315. Faucets are assigned an expected life of 15 years so I find the landlord entitled to recover 53% of the cost of faucet replacement or \$106.66.

I find the condition inspection reports and oral testimony show that thorough cleaning and removal of trash was needed. I find the landlord entitled to recover \$184 for dump fees and labour, \$400 for house cleaning, \$52.50 for a repair and \$236.25 for carpet cleaning. Replacement of light bulbs is a tenant's responsibility according to Guideline 1 so I find the landlord entitled to recover \$187.05 to replace the missing, broken or burnt out lightbulbs.

I note the landlord has waived the fees for the remotes and said that the tenant is entitled to a reimbursement of \$618.92 so this will be calculated in the final amount owing.

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. After deducting the utility reimbursement from the amount owed to the landlord, I find the tenant has a credit of \$287.57 and a monetary order will be issued to the tenant for this amount.

Calculation of Monetary Award:

Carpet replacement allowance	315.00
Faucet replacement allowance	106.55
Dump fees & labour	184.00
Replace light bulbs	187.05
House cleaning	400.00
Repair hole	52.50
Carpet cleaning	236.25
Filing fee	50.00
Less security deposit (no interest 2013-15)	-1200.00
Sub Total amount owed to landlord	331.35
Less utility reimbursement	-618.92
Total is amount owed to tenant	287.57

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: March 12, 2015

Residential Tenancy Branch

