



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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; and
- d) An order to recover the filing fee pursuant to Section 72.

SERVICE:

The tenants did not attend. The landlord provided sworn evidence that he served the Application for Dispute Resolution by registered mail. It was verified that after two attempts, it was delivered successfully **to the female tenant**. I find that the **male** tenant was **not legally** served with the documents according to sections 88 and 89 of the Act **as the Application was returned to the landlord noting the recipient was not located at the address provided**. Neither tenant attended the hearing.

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 September 2012 and a security deposit of \$600 was paid. There were arrears of rent and in June 2013, in a prior hearing, the landlord received a monetary order for the balance owing after applying the security deposit. In this hearing, the landlord claims as follows:

\$123.27 for repairs of door lock, door knob and faucet

\$556.50 for repainting; last painted in August 2012 so about 9 months old when the tenants vacated on June 17, 2013.

\$1450 for carpet or floor replacement. Carpet was new in 2009.
\$405.30 for skip tracing fees as tenant left no forwarding address to collect unpaid rent.
\$35 to a collection agency for fees re. unpaid rent.
\$50 for suite cleaning as it was left dirty.

In evidence is a lease, a monetary order registered in the Provincial Court, a CD showing conditions at move-in and move-out, dirty conditions, and a broken faucet, a Condition Inspection Report done at move in and move out and invoices. 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. Section 7 of the Act states that if a landlord or tenant does not comply with the Act or tenancy agreement, the non complying party must compensate the other for damage or loss that results. I find the landlord's evidence credible that certain repairs were needed to the lock, door and faucet due to this tenancy and I find him entitled to recover \$123.27 for these repair parts. The landlord's evidence is well supported by invoices in evidence. ** I find this is a joint tenancy according to the tenancy agreement in evidence and the tenants are jointly and severally liable to compensate the landlord for damages**.

I find the paint was dirty and damaged at move-out as this was supported by the photographs and move-out report. The Residential Tenancy Policy Guidelines assign a useful life for items in rented premises to allow for reasonable wear and tear. Paint is assigned a useful life of 4 years (48 months). I find this paint had 39 months of useful life remaining so I find the landlord entitled to recover 81% of the cost of painting or \$452.15. I find the carpets were 4 years old when the tenants vacated. Carpets are assigned a useful life of 10 years in the Guidelines so I find the landlord entitled to recover 60% of his cost of replacing the flooring or \$870 for his loss. I find the tenant left the unit dirty and did not fulfill their obligations **under s. 32 of the Act and in their tenancy agreement I find the landlord entitled to recover \$50 for his cleaning cost**.

The landlord claims his collection costs as he has found it necessary to engage a skip tracing service and a collection agency to attempt collection of the outstanding rent. By not supplying a forwarding address to the landlord and not paying their rent, I find the tenants caused this loss to the landlord. I find him entitled to recover \$405.30 and \$35 for his skip tracing and collection fees. As discussed in the hearing, he is not entitled to

recover his postal costs as those are part of this process and only the filing fee is allowed for this process under section 72 of the Act.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below. There is no longer a security deposit. I find the landlord is also entitled to recover filing fees paid for this application. **As the landlord was only able to serve the female tenant with the Application, a Monetary Order will be in his favour against the female tenant. As this was a joint tenancy, the tenants are jointly and severally liable for the damages and the female tenant has the right to claim over against the male tenant for his contribution to the debt**.

Calculation of Monetary Award:

Repair parts	123.27
Collection costs \$405.30 + 35	440.30
Painting allowance	452.15
Flooring allowance	870.00
Cleaning	50.00
Filing fee	50.00
Total Monetary Order to landlord	1985.72

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 10, 2015

Residential Tenancy Branch

DECISION/ORDER AMENDED PURSUANT TO SECTION 78(1)(A)
OF THE RESIDENTIAL TENANCY ACT ON **April 14, 2015**
AT THE PLACES INDICATED BY **.

