



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes** MND; MNDC; MNSD; FF

### **Introduction**

This is the Landlords' application for a Monetary Order for damages; compensation for damage or loss under the Act, regulation or tenancy agreement; to retain the security deposit in partial satisfaction of their monetary award; and to recover the cost of the filing fee from the Tenants.

The Landlord AS gave affirmed testimony at the Hearing.

AS testified that the Notice of Hearing documents and copies of the Landlords' documentary evidence were mailed to each of the Tenants, via registered mail, on January 6, 2015. AS testified that the Tenants did not provide their forwarding address in writing, but that they verbally gave their forwarding address at the end of the tenancy. The Landlords provided copies of the registered mail receipts and tracking numbers in evidence along with the Canada Post tracking information. The Canada Post tracking information confirms that both packages were signed for by the female Tenant on January 13, 2015. I am satisfied that the Tenants were sufficiently served with the documents pursuant to the provisions of Section 71 of the Act. Despite being served with the documents, the Tenants did not sign into the teleconference, which remained open for 30 minutes, and the Hearing continued in their absence.

### **Issues to be Decided**

- Are the Landlords entitled to a monetary award for damages to the rental unit at the end of the tenancy?

### **Background and Evidence**

A copy of the tenancy agreement was provided in evidence. This tenancy began on September 1, 2012. Monthly rent at the beginning of the tenancy was \$1,100.00, but was decreased to \$1,000.00 effective November 1, 2012. The Landlords did not increase the rent for the remainder of the tenancy. The Tenants paid a security deposit in the amount of \$550.00 at the beginning of the tenancy.

AS testified that the Tenants moved out of the rental unit on November 30, 2014. AS stated that the Tenants did not give written notice to end the tenancy, but gave verbal notice on November 1, 2014. The Landlords provided a copy of the Condition Inspection Report in evidence. The Tenants were present at the move-in inspection, but did not attend the move-out inspection.

AS stated that she had “8 people lined up” to see the rental unit but that none of them were interested in renting it because it was filthy and damaged. She testified that the curtains were burned or missing; blinds were destroyed; carpets were stained and smelled of urine; a garbage can was destroyed; kitchen drawers were damaged; walls were damaged and marked “fuck you”; a light fixture cover was missing in the second bedroom; the bathroom towel bar was off the wall; and the bathroom vanity was damaged. AC stated that the Tenants did not return the keys to the rental unit at the end of the tenancy. The Landlords provided photographs in evidence.

AC testified that the carpets were good quality and new in 2010, but could not be salvaged, except the carpet in the master bedroom. She stated that she made new curtains from fabric that she already had on hand and is not claiming for labour and materials to make the curtains, but had to purchase new curtain rings for the third bedroom. AC stated that the paint was fresh when the Tenants moved in but that she did not have any original paint left and that the markings on the walls would not come off. The Landlords provided copies of receipts in evidence. The Landlords are not seeking compensation for their labour to clean and repair the rental unit.

The Landlords seek a monetary award, calculated as follows:

Removal of old carpet and installation of new carpet	\$2,044.36
Cost to replace garbage can	\$22.39
Cost to repair vanity (contact cement, doors and pulls, wood and paint)	\$281.02
Replace drawer fronts in kitchen	\$30.24
Replace handle and deadbolt for front door	\$32.46
Cost of new curtain rings	\$16.78
Light fixture and replace towel bar	\$45.60
Cost of paint for second and third bedrooms	\$54.93
<b>Total Claim</b>	<b>\$2,527.78</b>

### **Analysis**

I accept the Landlord AS’s undisputed testimony in its entirety. I find that the Landlords provided sufficient evidence to support the amount required to repair the damage caused by the Tenants.

With respect to the cost of replacing the carpets, the Residential Tenancy Branch Policy Guidelines provide a useful life of carpets to be 10 years. I accept AS’s testimony that the carpets were 4 years old at the end of the tenancy. Therefore, I find that the carpets would have had an expected life of 6 years at the end of the tenancy and have pro-rated the cost of materials at 6/10 of the total cost. I allow the amount as claimed for the cost of labour (removal

and installation). Therefore, I award a total of \$1,440.62 for this portion of the Landlords' claim, calculated as follows:

Cost of materials = \$1,509.36  
 $\$1,509.36 \times 6 \text{ years useful life remaining} / 10 \text{ years} = \$905.62$   
 Plus labour costs of \$535.00 = \$1,440.62

I allow the remainder of the Landlords' claim, as submitted.

Pursuant to Section 72(2)(b) of the Act, the Landlords may apply the security deposit towards partial satisfaction of their monetary award. No interest has accrued on the security deposit.

The Landlords have been successful in their application and I find that they are entitled to recover the cost of the \$50.00 filing fee from the Tenant.

I hereby provide the Landlords with a Monetary Order, calculated as follows:

Carpet	\$1,440.62
Remainder of claim, as submitted	483.42
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$1,974.04
Less security deposit	<u>- \$550.00</u>
<b>TOTAL AMOUNT DUE TO THE LANDLORDS AFTER SET-OFF</b>	<b>\$1,424.04</b>

### **Conclusion**

I hereby provide the Landlords with a Monetary Order in the amount of **\$1,424.04** for service upon the Tenants. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: April 27, 2015

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Residential Tenancy Branch

