



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MND, MNSD & MNDC

Introduction

A hearing was conducted by conference call in the presence of both parties. The respondent called into the conference call 10 minutes after the scheduled start time. The landlord's evidence to that point was summarized and the landlord continued with the rest of the case. The tenant was given a full opportunity to respond to all of the applicant's claim. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The tenant referred to receipts which she had. However, she had failed to provide copies to the landlord or the Residential Tenancy Branch. The tenant failed to follow the Rules of Procedure and those receipts were not introduced into evidence at the hearing.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the respondents on February 24, 2015. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on May 1, 2013, continue for a one year fixed term and become month to month after that. The

tenancy agreement provided that the tenant(s) would pay rent of \$1300 per month payable on the first day of each month. The tenant did not pay a security deposit.

The tenant vacated the rental unit on or about February 18, 2015. The tenant failed to give the landlord sufficient notice and failed to pay the rent for February..

Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord is entitled to \$1300 for non-payment of the rent for February 2015. The tenant testified she left early because the dryer was not working. The landlord produced evidence to the effect that the lack of lint trap maintenance may have caused damage or shut-down of the dryer. Even if the dryer was defective it did not amount to the breach of a material term of the tenancy agreement that would give the tenant the right to end the tenancy without giving proper notice.
- b. I determined the landlord is entitled of \$1300 for loss of rent for March. I determined the landlord sufficiently attempted to mitigate its loss by advertising but he was unable to find a tenant for March.
- c. The landlord claimed the sum of \$1752 for the cost of repairing a cabinet that had been damaged by the tenant. The cabinet is 3 years old. Policy Guideline 40 Useful life of Building Elements provides that expected life of a cabinet is 25 years. I determined the

landlord is entitled to the depreciated value in the sum of \$1541 for the damage to the cabinets.

- d. The landlord claimed the sum of \$2131 for the cost of painting. The rental unit is 3 years old and was not painted since new. Policy Guideline 40 sets the life of an interior paint job at 4 years. I am satisfied the tenant has caused damage. I determined the landlord is entitled to the depreciated value for the paint job in the sum of \$532.
- e. The landlord claimed the sum of \$2888.57 for the cost of replacing the carpet. Policy Guideline 40 set the expected life of an interior carpet at 10 years. The carpet was 3 years old. I determined the landlord is entitled to the depreciated value of the carpet in the sum of \$2022.
- f. I determined the landlord is entitled to \$180 for the repair of a lock to the balcony door.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$6875 plus the \$100 filing fee for a total of \$6975.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: May 28, 2015

Residential Tenancy Branch

