



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND, MNDC, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Arising from the tenant's application, a previous hearing was held on January 20, 2015, with a decision issued by date of January 21, 2015. Pursuant to the decision a monetary order was issued in favour of the tenant which reflects the double return of the combined security / pet damage deposits.

During this present hearing the parties agreed that tenancy began on March 01, 2013. The previous decision documents that monthly rent was \$1,550.00, and that a security deposit of \$750.00 and a pet damage deposit of \$750.00 were collected. A move-in condition inspection report was not completed.

Following notice given by the tenant, tenancy ended on or about June 30, 2014. A move-out condition inspection report was not completed. The landlord testified that certain cleaning and repairs were required in the unit after tenancy ended, and that as a result, new tenants were unable to take possession of the unit until approximately 1 week into July 2014. The landlord could not recall precisely when advertising for new renters began.

Analysis

The attention of the parties is drawn to the following particular sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Section 37: **Leaving the rental unit at the end of a tenancy**

Based on the testimony of the parties and the documentary evidence which includes, but is not limited to, photographs and receipts, the various aspects of the landlord's application and my related findings are set out below.

\$1,396.90: cost of materials associated with removal of carpet, replacement of carpet with laminate flooring, and painting in the unit

\$1,000.00: cost of landlord's labour associated with the above

The tenant testified that the carpet was partially stained when tenancy began. However, the tenant also testified that she had previously been prepared to take some responsibility for carpet replacement at the end of tenancy. Residential Tenancy Policy Guideline # 40 speaks to the "Useful Life of Building Elements" and provides that the useful life of carpet is 10 years. The landlord testified that the carpet was approximately 9 years of age when tenancy ended. Pursuant to all of the foregoing, and in the absence of the comparative results of move-in and move-out condition inspection reports, I find on balance that the landlord has established entitlement limited to **\$250.00**.

\$300.00: cost of landlord's labour for repainting of walls

The landlord testified that the unit was freshly painted throughout immediately prior to the start of this tenancy in March 2013. The tenancy lasted only 16 months before ending on June 30, 2014. Residential Tenancy Policy Guideline # 40 speaks to the "Useful Life of Building Elements," and provides that the useful life of interior paint is 4 years. Clearly, the interior paint was well short of its useful life when tenancy ended, and the tenant testified that she undertook to clean the unit (including walls) when tenancy ended. Pursuant to all of the foregoing, and in the absence of comparative results of move-in and move-out condition inspection reports, this aspect of the application must be dismissed.

\$488.02: *estimated cost of labour & materials for repairs to window sill & drywall*

The landlord testified that this work has not been done and that the claim reflects a cost estimate. The tenant did not deny that damage to the window sill occurred during her tenancy, and the landlord's view is that the damage was done by the tenant's dog. However the damage may have occurred, I find that the tenant is responsible and that the landlord has established entitlement limited to **\$150.00**.

\$387.50: *loss of one week's rent*

Further to the absence of the comparative results of move-in and move-out condition inspection reports, I find that the landlord's inclination is to undertake further cleaning and / or certain painting in the unit after the end of a tenancy. Additionally, I find there is no evidence around when the landlord began advertising for new renters after receiving notice from the tenant in early June 2014 of her intent to end tenancy at the end of that month. In the result, I find that this aspect of the application must be dismissed.

\$50.00: *filing fee*

As the landlord has achieved a measure of success with his application, I find that he has established entitlement to recovery of the full filing fee.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$450.00** (\$250.00 + \$150.00 + \$50.00). Should it be necessary, this order may be served on the tenant, filed in the Small Claims 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: June 16, 2015

Residential Tenancy Branch

