



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, MNR, MNSD

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord.

The landlord provided documentary confirmation that the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on March 21, 2015 in accordance with Section 89. The landlord has also provided documentary confirmation from Canada Post that the tenant received the registered mail on March 30, 2015.

Based on the documentary evidence of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for compensation for damage to and cleaning of the rental unit; and for all or part of the security deposit, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

### Background and Evidence

The landlord has submitted into evidence a copy of a tenancy agreement signed by the parties on September 27, 2012 for a 1 year fixed term tenancy beginning on October 1, 2012 that converted to a month to month tenancy on October 1, 2013 for a monthly rent of \$1,800.00 due on the 1<sup>st</sup> of each month with a security deposit of \$900.00 paid. The tenancy ended when the tenant vacated the rental unit on January 5, 2015.

The landlord submits the tenancy ended after she issued the tenant a 10 Day Notice to End Tenancy for Unpaid Rent. The landlord submits the tenant had failed to pay the full amount of rent for the months of as the result of the tenant's failure to pay the full amount of rent for the period of October to December 2014 in the amount of \$4,750.00.

The landlord submits the tenant changed the locks on the property and all locks had to be changed. In support of this claim the landlord has submitted invoices totalling \$693.00 for lock changes.

The landlord has also provided evidence of the condition of the rental unit at the start and at the end of the tenancy. As a result of the condition of the unit at the end of the tenancy the landlord seeks the following compensation:

Description	Amount
Light bulbs and cleaning supplies	\$54.44
Yard cleanup	\$1,074.39
Prep and painting	\$645.99
Cleaning, including carpet cleaning and refuse removal	\$1,965.00
Carpet replacement	\$2,717.90
<b>Total</b>	<b>\$6,457.72</b>

The landlord submits that she had attempted to have the carpets cleaned but that neither stains nor odour could be removed and as a result she had the carpets replaced. The landlord stated the carpets were originally installed in 2012. The landlord also acknowledges the last time the rental unit was painted was also 2012.

### Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Based on the landlord's undisputed testimony and evidence I find the landlord has established the tenant failed to pay rent in the amount claimed.

Section 37 of the *Act* states that when a tenant vacates a rental unit at the end of a tenancy the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Based on the landlord's undisputed evidence and testimony I find the landlord has established the tenant failed to comply with her obligations under Section 37 and as a

result the landlord has suffered a loss. I find the landlord has established the value of that loss by way of the receipts and invoices submitted into evidence.

I note however, that due to the age of the carpet and the last time the rental unit was painted the landlord's claims for those items must be depreciated in accordance with their age and the useful life of building elements found in Residential Tenancy Branch Policy Guideline #40.

The Guideline lists the useful life of carpeting to be 10 years. As such, I find the amount claimed for carpet replacement totalling \$2,717.90 must be reduced by 30% to \$1,902.53.

The Guideline lists the useful life of interior painting to be 3 years. As a result, I find the amount claimed for painting totalling \$645.99 must be reduced by 75% to \$161.50.

### Conclusion

Based on the above, I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$10,600.86** comprised of \$4,750.00 rent owed; \$693.00 lock replacement and \$5,157.86 cleaning and repairs.

I order the landlord may deduct the security deposit and interest held in the amount of \$900.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$9,700.86**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: August 27, 2015

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Residential Tenancy Branch

