



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rowan Property Mgmt., Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MNSD, MND, FF

Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$6594.74

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties and the witness the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witness.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondents, and if so in what amount.

Background and Evidence

The landlord has filed a monetary claim as follows:

360 cleaning services	\$315.00
Cleaning B.T.	\$66.00
Kitchen cabinet damage	\$1400.00
Light bulbs	\$140.00
Clogged drain	\$85.00
Damaged light fixtures	\$150.00
Carpet cleaning	\$370.67

Dump fees	\$40.00
Photo evidence	\$90.00
Carpet replacement	\$3938.07
Total	\$6594.74

The tenants stated that they do not dispute the following portions of the claim:

360 cleaning services	\$315.00
Cleaning B.T.	\$66.00
Damaged light fixtures	\$150.00
Carpet cleaning	\$370.67

The remaining portions of the claim are dealt with below:

Kitchen cabinet damage

The landlord testified that the tenants damaged the kitchen cabinets during the tenancy and the cost to repair those cabinets was \$1400.00.

The tenants testified that only three drawers and one door were damaged and it was the result of normal wear and tear.

The tenants further stated that they were willing to pay a small amount for the damage to the cabinets but not the \$1400.00 claimed by the landlords for these 22-year-old cabinets.

Both sides agreed that the cabinets are approximately 22 years old.

Light Bulbs

The landlord's witness testified that, at the end of the tenancy, there were approximately 10 to 12 missing light bulbs and a approximately 10 to 12 light bulbs that were the incorrect wattage for the fixtures.

The tenants testified that there were only 1 to 2 missing light bulbs at the end of the tenancy and they believe the witness is exaggerating due to a previous dispute they had with the witness.

Clogged Drain

The landlords testified that there was a drain clogged in the downstairs bathroom at the end of the tenancy and the landlord's witness testified that he had a plumber come and unclog a drain, and at that time a condom was found to be clogging the drain.

The tenants disputed the claim of a clogged drain stating that they had no problem with the drain during the tenancy and they certainly did not put any condoms in the drain.

Dump Fees

The landlord's witness stated that he charged \$40.00 to the landlords to take the damage cabinet doors to the dump, along with some garbage that had been left behind by the tenants, including cardboard and wood. The \$40.00 included his time, use of his truck, and actual dump fees.

The tenant stated that they do not believe they should be paying the dump fees, because as stated previously there are only three damage drawers and one damaged cabinet door and they did not leave any cardboard or wood behind at the rental unit.

Photo Evidence

The landlord is claiming \$90.00 for his cost of providing photo evidence to today's hearing.

Carpet Replacement

The landlord testified that the carpets in the rental unit, which were approximately 20 years old, were in good condition at the beginning of the tenancy but were badly stained and needed to be replaced at the end of the tenancy and therefore the landlord is requesting an order for the replacement cost of those carpets.

Analysis

Kitchen cabinet damage

Awards for damages are intended to be restorative, meaning the award should place the applicant in the same financial position had the damage not occurred. Where an item has a limited useful life, it is necessary to reduce the replacement cost by the depreciation of the original item.

According to the Residential Tenancy Branch Policy Guideline # 40, Kitchen cabinets are considered to have a useful life of 25 years, and therefore since these cabinets are already 22 years old they are almost completely depreciated and of no value.

At the hearing the tenant stated that they would be willing to pay the depreciated amount of the repair costs. The calculation of that amount is below:

\$1400.00 divided by the useful life of 25 years equals \$56.00 per year and therefore since the cabinets still had three years useful life left before they're considered completely depreciated the total amount comes to \$168.00.

Light Bulbs

I deny the landlords claim for light bulbs because the witness testimony was somewhat vague. The witness testified that there were approximately 10 to 12 missing bulbs and approximately 10 to 12 bulbs of the incorrect wattage; however the witness did not provide any specifics as to which fixtures were missing bulbs or which fixtures have bulbs with incorrect wattage.

It is my finding therefore that there is insufficient evidence to support the claim for bulb replacement.

Clogged Drain

I also deny the claim for the clogged drain because although the landlord and landlords witness testified that the drain in the lower bathroom was clogged, there is no mention of any clogged drain on the moveout inspection report.

Therefore since the tenants deny clogging any drains during the tenancy is my decision that the landlords have not met the burden of proving this portion of the claim. The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met.

Dump Fees

I only allow \$4.80 of the landlords claim for dump fees because although the witness claims that he removed cardboard and wood from the rental unit there is no mention of cardboard or wood on the moveout inspection report, and since I have only allowed a 3/25ths of the claim for the kitchen cabinets, I will also only allow 3/25ths of the dump fees.

Photo Evidence

It is my decision that I will not allow the cost of the photo evidence as this is a cost of the dispute resolution process and I do not have the authority to award costs other than the filing fee.

Carpet Replacement

I also deny the landlords claim for the replacement cost of the 20-year-old carpet.

According to the Residential Tenancy Branch Policy Guideline # 40, carpets are considered to have a useful life of 10 years and are considered fully depreciated after 10 years, therefore since these carpets were 20 years old they are considered fully depreciated and therefore the landlord cannot charge the tenants for replacement of these carpets.

Therefore the total amount of the landlord's claim that I have allowed is as follows:

I allow the undisputed portion of the claim as follows:

360 cleaning services	\$315.00
Cleaning B.T.	\$66.00
Damaged light fixtures	\$150.00
Carpet cleaning	\$370.67
Total	\$901.67

I have allowed the following amount of the disputed portion of the claim:

3/25 th s of cabinet replacement	\$168.00
3/25 th s of dump fees	\$4.80
Total	\$172.80

I also order that the tenants bear \$50.00 of the \$100.00 filing fee. I will not allow the full cost, as the total claim I have allowed is less than the \$5000.00 amount at which the filing fee doubles from \$50.00 to \$100.00.

Total amount:

Undisputed total allowed	\$901.67
Disputed total allowed	\$172.80
Portion of filing fee allowed	\$50.00
Total	\$1124.47

Conclusion

I have allowed a total of \$1124.47 of the landlords claim and I therefore Order that the landlord may retain the full security deposit of \$475.00 and I have issued a Monetary Order for the respondent/tenants to pay \$649.47 to the landlord.

The remainder of the landlords claim is dismissed without leave to reapply.

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 17, 2015

Residential Tenancy Branch

