



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding JDC PROPERTY MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR MND MNDC MNSD FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7, 46 and 67 for damages;
- b) To retain the security deposit to offset the amount owing; and
- c) An order to recover the filing fee pursuant to Section 72.

SERVICE

The tenant did not attend. The landlord gave sworn testimony that they served the Application for Dispute Resolution on the tenant by registered mail on March 11, 2015. It was verified online as successfully delivered on March 14, 2015. I find that the tenant is served with the Application according to section 89 of the Act.

Issue(s) to be Decided:

Has the landlord has proved on a balance of probabilities that the tenant damaged the property, that it was beyond reasonable wear and tear the cost of repair? Is the landlord entitled to recover the filing fee?

Background and Evidence:

The tenant did not attend the hearing although served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced December 1, 2011, that monthly rent was \$1250 and a security deposit of \$625 was paid on November 11, 2011. The landlords said that the tenants vacated on February 28, 2014 and left substantial cleaning to be done and damages to the unit.

The landlord claims as follows:

- 1. \$85 suite cleaning, \$17.32 cleaning supplies and \$17 to clean drapes: Total \$119.32.
- 2. \$56.28 for painting supplies and \$170.63 for painting: Total \$226.91. The landlord notes the paint was 3 years old when the tenant moved out so taking into account the Residential Tenancy Policy Guidelines, the landlord is only

asking for $\frac{1}{4}$ of the cost as compensation for the one year of useful life remaining in the paint in the unit.

3. \$97.37 to replace a crisper drawer and fix a shelf in this refrigerator that was new.
4. \$1242 to replace unrepairable carpet. This represents a charge for 70% of the assigned useful life that was left in the damaged carpet that was only 3 years old.

In the original claim, the landlord claimed \$28.42 for an unpaid electric bill but they said it has since been paid by the tenant.

The landlord supplied photographs as evidence of the damage, invoices of costs, and the move-in and move-out inspection reports. The tenant provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

Analysis

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

The onus is on the landlord to prove on the balance of probabilities that there is damage caused by this tenant, that it is beyond reasonable wear and tear and the cost to cure the damage. Section 37 of the *Act* and Policy Guideline 1 sets out the obligation of the tenant to leave the unit in a clean condition. I find the weight of the evidence is that the tenant violated the *Act* and the tenancy agreement by not leaving the unit clean. I find the photographs and the inspection reports support the landlord's evidence that cleaning and repairs were required. I find the landlord entitled to compensation of \$119.32 for cleaning costs and supplies.

I find the landlord also entitled to recover costs as claimed for repainting for a total of \$226.91. I find the paint was 3 years old and the weight of the evidence is that the suite needed repainting due to tenant damage when the tenant moved. Residential Policy Guideline 40 provides for a useful life of paint in rented premises of 4 years to account for reasonable wear and tear and I find the landlord has accurately calculated $\frac{1}{4}$ of their

costs for repainting to reflect the one year of useful life left in the paint. A substantial amount of the painting cost is for repairing damages and holes on walls as the painter noted. I find the tenant damaged parts of the refrigerator and I find the landlord entitled to recover \$97.37 to replace or fix the items damaged by the tenant.

I find the carpet had to be replaced because of damage caused by the tenant. I find it was new at move-in but many spots and bleach marks were present at move-out. I find the total cost as invoiced was \$1774.27. As the Policy Guideline assigns a useful life to carpets of 10 years, I find the landlord entitled to recover \$1242 for the 70% of useful life remaining in the carpet.

In summary, I find the tenant caused damages to the property as claimed by the landlord. I found the landlord's evidence to be well supported by photographs, the inspection reports and invoices and I find the landlord entitled to compensation as claimed.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below and to retain the security deposit to offset the amount owing. I find the landlord is also entitled to recover filing fees paid for this application.

Calculation of Monetary Award:

Cleaning costs	119.32
Painting ¼ cost	226.91
Refrigerator repair	97.37
Carpet Replacement (70%)	1242.00
Filing fee	50.00
Less security deposit (no interest 2011-15)	-625.00
Total Monetary Order to Landlord	1110.60

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 06, 2015

Residential Tenancy Branch

