



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: 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, 37 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 landlord gave sworn testimony that they served the Application for Dispute Resolution by registered mail and the tenant agreed they received it. 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 and the cost of repair? Is the landlord entitled to recover the filing fee?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. It is undisputed that the tenancy commenced December 1, 2003, that monthly rent was \$240 as subsidized and a security deposit of \$410 was paid November 27, 2003.

The landlord supplied photographs as evidence of the damage after the tenant vacated and invoices to support their claim. The landlord claims as follows:

- 1) \$281.85 to remove discarded items to the dump and to clean. The tenant does not dispute that she left items behind but claims she cleaned the unit.
- 2) \$485 for removing wallpaper and putting on a second coat of paint on walls and registers as the tenant had painted the walls all different colours. They take responsibility for payment for the first coat as the paint was over 4 years old.
- 3) \$150 for replacement of 3 doors that had been replaced in 2003 plus \$50 for installation. The landlords said the doors had to be replaced due to unusual damage as the tenant had put deadbolts on two and a padlock on a bifold door. They said they were able to use doors from stock and this lessened the charges.

The tenants contended that they had a number of floods and the doors were damaged by the floods and they placed locks on them to hold them in place. They said they made a number of maintenance requests to have them fixed but it was not done.

The landlord agreed there had been leaks but contended no doors were damaged in the leaks. They state the tenants provided no evidence of their claims. A Condition Inspection Report was provided as evidence; the tenant had signed it at move-in but not at move-out. The landlord said they discussed with the tenant the discarded items and that clean up of the unit was required on March 2, 2015 but nothing was corrected and the tenant did not come down to sign the move-out report.

In evidence are a number of maintenance requests relating to leaking issues; one is dated August 30, 2005 and shows the door frame moulding in the bedroom was fixed. No others relate to broken doors or hinges. Photographs and invoices were provided to support the amount claimed.

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

Monetary Order

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.

Section 37 of the *Act* states that when a tenant vacates a unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

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. I find the landlord's evidence credible that this tenant did not leave the unit clean and so violated section 37 of the act. The tenant did not dispute that she discarded items that had to be removed by the landlord. I find the landlord entitled to

recover \$285.85 for cleaning and rubbish removal. I find the landlord's oral evidence well supported by the photographs, the condition inspection report and the invoice for the work. I find a condition inspection was done on March 4, 2015 according to a letter to the tenant and the landlord pointed out to the tenant what had to be done but it was not done by March 11, 2015 when the report was completed. I do not find the tenant's evidence credible that the required cleaning was necessary due to floods and mould as the maintenance requests show no complaints regarding mould and the requests regarding leaks were attended to promptly by the landlord.

I find the weight of the evidence is that the tenants also damaged the property beyond reasonable wear and tear and the landlord established the damage caused and the cost to repair. I find the landlord's evidence credible that extra costs to repaint were incurred above reasonable wear and tear. Although paint is assigned a useful life of 4 years in the Residential Tenancy Policy Guideline #40 and the evidence is that the original paint was beyond its useful life, I find the landlord is not claiming costs of repainting with the normal one coat of repainting the original. I find the tenant had installed wallpaper which had to be removed and had painted the walls and registers all different colours which necessitated extra labour to remove wallpaper and extra coats of paint. The painter invoiced \$876 for the walls and \$876 for the ceilings. I find the landlord entitled to recover \$485 of this which they claimed as the extra cost involved.

In respect to the claim for door replacement, I find the doors were 12 years old at the end of the tenancy. Doors are assigned a useful life of 20 years in the Guideline to allow for reasonable wear and tear. Although the landlord contended this was a case of unusual wear and tear, I find they are not entitled to the cost of replacement of 12 year old doors with new doors. The doors cost \$150 to replace and I find them entitled to recover \$60 of this for the 40% of useful life remaining in the damaged doors; I find them also entitled to recover \$50 installation costs as new doors had to be installed prematurely.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below and to retain the security deposit with interest 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 & rubbish removal	281.85
Extra painting & wallpaper removal	485.00
Door replacement allowance \$60 + \$50 installation	110.00

Filing fee	50.00
Less security deposit with interest	- 424.52
Total Monetary Order to Landlord	502.33

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: September 16, 2015

Residential Tenancy Branch

