



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Porte Realty Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$4512.16

The applicant testified that the respondent was served with notice of the hearing by registered mail that was sent to the forwarding address provided by the respondent; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent(s) have/ has been properly served with notice of the hearing, and I therefore conducted the hearing in the respondent's absence.

All parties were affirmed.

### Issue(s) to be Decided

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

### Background and Evidence

This tenancy began on November 10, 2010 and ended on December 31, 2015.

The tenant paid a security deposit of \$400.00 on November 15, 2010.

The landlord testified that at the end of the tenancy they had to do extensive repairs to the rental unit as follows:

- The kitchen countertop was destroyed and had to be replaced at a cost of \$500.00.
- The kitchen cabinets were destroyed and had to be re-faced at a cost of \$1425.00.
- The flooring in the rental unit was also destroyed having been badly burned and stained and as a result it had to be replaced at a cost of \$2587.16.

The landlord further testified that the items were approximately 7 years old at the end of the tenancy.

### Analysis

After reviewing the testimony, documentary evidence, and the photo evidence provided for today's hearing it is my finding that the tenant did caused extensive damage to the rental unit.

It is also my finding that the landlord has shown that they had extensive costs to repair the damages caused by the tenants and therefore I have allowed a portion of the amount claimed by the landlords.

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.

Section 40 of the Policy Guidelines lists the useful life of building elements and I have used this guide to determine depreciation on the items claimed.

Both cabinets and counters have a useful life of 25 years and therefore since these items were approximately 7 years old at the end of the tenancy, the amount allowed must be depreciated by 7/25 of the actual cost.

Further, flooring has a useful life of 10 years and therefore the amount allowed must be depreciated by 7/10 of the actual cost.

I therefore allow the total claim as follows:

18/25 of the countertop replacement cost	\$360.00
18/25 of the cabinet repairs	\$1026.00
3/10 of the flooring replacement cost	\$776.15
Filing fee	\$50.00
Total	\$2212.15

### Conclusion

I have allowed \$2212.15 of the applicants claim and I therefore order that the landlord may retain the full security deposit of \$400.00 and I have issued a monetary order in the amount of \$1812.15.

The remainder of the applicants 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: September 21, 2015

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Residential Tenancy Branch

