



# Dispute Resolution Services

Page: 1

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 tenant did not attend. The landlord gave sworn testimony that they served the Application for Dispute Resolution by registered mail on the tenants. It was verified online as successfully delivered. 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:**

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 in June 2013 just two weeks after they got possession of this brand new unit. Monthly rent was \$1800 and a security deposit of \$875 was paid May 26, 2013. The tenant vacated on or about March 31, 2015 after giving one month notice to end their tenancy.

The unit was brand new when the tenant moved in so was one year and ten months old when the tenants vacated. The landlord said she attempted to do a move out inspection report with them in March but got no answers to phone or email messages. She final gave them a Notice of Final Opportunity to do a move out inspection on March 31, 2015 but when she got there on that date, they had already gone. The place was in

very poor condition. The landlord supplied photographs as evidence of the damage, an estimate to repair it and a copy of the condition inspection report which shows everything is good at move-in. The landlord claims as follows:

- 1) \$3,000 to replace all the carpets including removal of old, disposal and delivery.  
The landlord said the carpets were heavily stained, were impossible to clean and had pieces missing. Some staining seemed to be from animal urine although the tenants said they had no pet.
- 2) \$2200: repairs to walls, doors, baseboards and fix minor damage plus two coats of paint. The landlord said about \$200 of this might be just for repair of damage.
- 3) \$1,100: replace a broken window, replace water damaged edge of kitchen counter, replace the dented fridge door and handle
- 4) \$360 for professional cleaning of the suite.
- 5) \$150 for two fobs not returned

The landlord said the repairs cost as quoted. The head contractor quoted and individual companies did the work. 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.

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. I find the tenant violated section 37 of the *Act* by leaving the unit in a very dirty condition. I find the landlord entitled to recover \$360 for cleaning.

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 caused the damage, that the damage was beyond reasonable wear and tear and the cost was as quoted to cure the damage. I find the landlord's evidence of the amount of damage and cost to

repair is supported by statements, photographs and a quote and the tenant has not disputed the claim

Residential Policy Guideline #40 assigns a useful life for building elements in rented premises which is designed to account for reasonable wear and tear. In awarding damages to the landlord, I take into account that the elements in the unit were 22 months old when the tenant vacated March 31, 2015. Carpets are assigned a useful life of 10 years (120 months) in the Guideline so I find the landlord entitled to recover \$2460 for the 82% of useful life remaining in the discarded carpets. I find her entitled to recover \$200 for repairs to walls. As paint is assigned a useful life of 4 years (48 months), I find her entitled to recover \$1083 for the 54% of useful life remaining in the paint. I find her entitled to recover costs of repair of \$1100 as claimed for broken window glass, damaged kitchen counter, dented fridge door and handle. All her quotes included tax so the recovery as outlined above includes the tax. I find the landlord also entitled to recover \$150 as compensation for the two fobs not returned.

### **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:**

Carpet allowance	2460.00
Repairs to walls	200.00
Painting allowance	1083.00
Repairs of items as listed above	1100.00
Fobs not returned and charged by Strata	150.00
Filing fee	100.00
Less security deposit (no interest 2013-15)	-875.00
<b>Total Monetary Order to Landlord</b>	<b>4218.00</b>

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 17, 2015

---

Residential Tenancy Branch

