



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding URBAN PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with a landlord's application to retain the tenant's security deposit and interest. The tenant did not appear at the hearing. The landlord provided a registered mail tracking number as proof of service and submitted that the registered mail was successfully delivered to the tenant on May 20, 2015. I was satisfied the tenant was served with the hearing documents and I continued to hear from the landlord without the tenant present.

Issue(s) to be Decided

1. Has the landlord established an entitlement to compensation from the tenant as claimed?
2. Is the landlord authorized to deduct the amount requested from the security deposit and interest?

Background and Evidence

The tenancy agreement was entered into in February 2004 and the tenant paid a security deposit of \$275.00 on February 15, 2004. During the tenancy, the tenant sub-let the rental unit. The tenancy came to an end on April 30, 2015. The security deposit had accumulated \$14.84 in interest for a total balance of \$284.74.

The landlord seeks authorization to deduct \$270.25 from the deposit and interest. The landlord stated that a cheque in the amount of \$14.49 has already been sent to the tenant to refund the balance of the security deposit and interest to the tenant.

There was a move-out inspection report prepared by the landlord but neither the tenant nor the sub-tenant attended the move-out inspection despite the landlord's request for the tenant to participate. I was not provided a copy of a move-in inspection report and the landlord acknowledged that it was possible that one was not prepared in 2004.

Below, I have summarized the landlord's claims to recover \$270.25 from the tenant.

Cleaning \$63.00

The landlord submitted that the floors required sweeping and mopping and the blinds needed to be removed, cleaned and reinstalled. The landlord submitted photographs and an invoice in the amount of \$63.00 in support of this claim.

Wall damage \$47.25

The landlord submitted that a shelf had been installed during the tenancy and then it was taken down at the end of the tenancy leaving large screw holes behind. The landlord had to fill, sand, and re-paint over the holes. The landlord provided a photograph of the wall damage and an invoice in the amount of \$47.25 in support of this claim.

Bedroom door replacement \$160.00

The landlord submitted that a hole was cut in the lower portion of the bedroom door, most likely used as a make-shift cat door. The landlord acknowledged that the bedroom door was old but that it was in good condition, solid wood and in keeping with the character of the building. The door was replaced with a modern hollow-core door purchased from a home improvement store. The landlord provided a photograph of the damaged door and a copy of the invoice in the amount of \$160.00 in support of this claim.

Analysis

Under the Act, a tenant is required to leave a rental unit reasonably clean and undamaged. If a tenant fails to leave the rental unit reasonably clean and undamaged the landlord may pursue the tenant for the losses associated to the tenant's failure to comply with these requirements.

Residential Tenancy Policy Guideline 1 provides that a tenant is expected to leave the window coverings clean or have the window coverings cleaned at the end of the tenancy. I accept the undisputed evidence before me that the window coverings were not left clean at the end of the tenancy. I also accept the undisputed evidence before me that the floors required further cleaning. I also find the invoice of \$63.00 to clean the window coverings and the floors to be reasonable and I grant the landlord's request to recover this amount from the tenant for cleaning.

Residential Tenancy Policy Guideline 1 provides that a tenant is responsible for repairing large screw holes in walls that may result from hanging artwork or shelving. I accept the undisputed evidence that the tenant or sub-tenant installed a shelf during the tenancy and removed it at the end of the tenancy and left large screw holes that required repair. I find the tenant responsible for the cost associated to this repair and I find the cost of \$47.25 to be very reasonable. Therefore, I grant the landlord's request to recover this amount from the tenant.

Upon review of the photograph of the door, it is apparent that a fairly large hole was cut in the door and to rectify this damage the door required replacement. I accept the evidence before me that the door was replaced at a cost of \$160.00. Although the damaged door was quite old and it is often appropriate to reduce replacement cost by depreciation of the replaced item, in this

case I have not reduced the landlord's claim because the door was replaced with an inferior product. In other words, the replaced door was solid wood and in keeping with the character of the building and the hollow-core door is likely to have less character and a useful life that is much less than a solid wood door. Therefore, I grant the landlord's request to recover \$160.00 from the tenant for damaging the solid wood bedroom door.

In light of all of the above, the landlord's request to recover \$270.25 from the tenant is granted. Pursuant to section 72 of the Act, I authorize the landlord to recover this amount by deducting it from the tenant's security deposit and interest.

As the landlord was successful in its claims against the tenant I further award the landlord recovery of the \$50.00 filing fee paid for this application. Since the landlord has already refunded the balance of the security deposit and interest to the tenant, I provide the landlord with a Monetary Order in the amount of \$50.00 to serve and enforce upon the tenant.

Conclusion

The landlord has been authorized to deduct \$270.25 from the tenant's security deposit and interest. The landlord has been provided a Monetary Order in the amount of \$50.00 to recover the cost of the filing fee from the tenant.

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: November 13, 2015

Residential Tenancy Branch

