



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, FF

Introduction

This hearing was convened in response to an application by the landlord for a monetary order for damages pursuant to the *Residential Tenancy Act* (the Act). The hearing was conducted by conference call.

The landlord participated in the hearing. Neither tenant attended the hearing although each served with the application and Notice of Hearing sent by registered mail / XpressPost (with required signature), on June 25, 2015. The landlord provided proof of the registered mail service, including the tracking information for the mail. Neither of the packages to each of the tenants was returned to the landlord. However, the landlord provided confirmation of receipt / signature for only one package addressed to tenant DS, recorded by Canada Post as successfully delivered June 30, 2015.

The landlord testified that they relied on the tenant's *redirection of mail service* card found at the rental unit upon the tenant vacating. The landlord claims they were given assurance from the post office that if sent to the dispute address it would be redirected /forwarded to the tenant's new address. The landlord sent it to the dispute address and the tracking information indicates the tenant received the registered mail. It must be noted that subsequently, in July 2015, the tenant provided a document stating their consent for 2 individuals to act as their agents on all matters related to this application. I find that the landlord's Notice of Hearing Package and evidence were sufficiently served for the purpose of the Act on June 30, 2015. The hearing proceeded on the merits of the landlord's application. Prior to concluding the hearing the landlord acknowledged they had presented all of the relevant evidence they wished to present.

Issue(s) to be Decided

Is the landlord entitled to a monetary order in the amount claimed?

Background and Evidence

The undisputed testimony and evidence of the landlord is that the tenancy started June 01, 2010 and ended February 28, 2015. The disposition of the security deposit was determined by a previous Decision of the Director in January 2015. At the end of the tenancy the landlord testified the tenant refused to do a mutual inspection of the unit, therefore the landlord solely conducted an inspection and recorded what they found by completing a condition inspection report form - of which a copy is provided.

The landlord testified the tenant caused damage to the rental unit prior to vacating the unit. In their document evidence the landlord provided narrative and explanations of the claimed damages to the unit which they also supported with approximately 100 photographs. The landlord claims the rental unit was left unclean and required an abundance of cleaning, including all of the kitchen appliances. The walls were left damaged and required refurbishment and painting. The locksets to the entry doors were changed and the landlord was left without keys for them. The carpeting was left soiled and stained, with strong pet odor – claimed to be beyond cleanable and no longer useable. The landlord testified that the carpets were newly installed in 2008. The landlord also testified the tenant took with them 2 new portable heaters provided by the landlord several months before the tenancy ended. In addition the landlord replaced a missing smoke alarm. In total the landlord claims calculating 69.5 hours of their labour to return the unit to rentable condition – for which the landlord claims \$20.00 per hour.

The landlord confirmed their claim as follows:

2 electric heaters	\$194.96	Rona receipt
2 door locks, cleaner, range hood light	66.40	Home Depot Receipt
Carpet and underlayment	766.48	D&J flooring invoice
Odour Spray, deadbolt	26.92	Home Depot receipt (- \$1.68)
Paint	46.81	Sherwin Williams Receipt
Porcelain repair	7.25	Home Depot Receipt
Smoke alarm	27.57	Home Depot Receipt

Carpet installation	367.50	Austin Installations invoice
Photo printing – evidence	121.15	London drugs receipt
Filing fee for this application	50.00	receipt
Labour-repairs and refurbishment 69.5 hours	1390.00	at \$20.00 /hr.
TOTAL	\$3065.04	

Analysis

The parties may access resources and a copy of referenced publications at
< www.bc.ca/landlordtenant >

The landlord, as applicant, bears the burden of proving their monetary claims. I have reviewed all relevant submissions of the landlord. On the preponderance of the relevant document and photograph submissions, and the undisputed relevant testimony of the landlord, I find as follows on a balance of probabilities.

I accept the landlord's testimony and documentary evidence submitted as establishing that they incurred the majority of the amounts claimed and that they are entitled to compensation as a result.

Section 7 of the Act requires a claimant to mitigate their claim. In respect to the carpeting the landlord identified they installed it new 7 years ago in 2008. **Residential Tenancy Policy Guideline 37** addresses the useful life for surfaces and finishes, and further provides the useful life for carpeting as 10 years. I accept the guideline and find the landlord is entitled to compensation for carpeting for its depreciated net value of 30%. I grant the landlord 30% of their claim for carpet in the mitigated amount of \$230.54. I allow the landlord the full amount of their claim for installation.

In respect to the landlord's claim for photograph printing in support of their application, I find the cost for such photographic evidence is a litigation cost for which each party is responsible for their own, and therefore not a compensable claim. All parties are responsible for their own discretionary costs associated with advancing their claim or their defence. Therefore I **dismiss** this portion of the landlord's claim.

I find the balance of the landlord's claims is relevant, reasonable, and sufficiently supported by document evidence. The landlord is further permitted to recover their filing fee for this matter. The calculation for a monetary order is as follows.

2 electric heaters - missing	\$194.96
2 door locks, cleaner, range hood light	66.40
Carpet and underlayment (30%)	229.94
Odour spray, Deadbolt	26.92
Paint	46.81
Porcelain repair	7.25
Smoke alarm	27.57
Carpet installation	367.50
Labour for repair & refurbish., 69.5 hours	1390.00
Filing fee	50.00
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Monetary Order for landlord	\$2407.35

Conclusion

I grant the landlord an Order under Section 67 of the Act for the amount of **\$2407.35**.

If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This Decision is final and binding on both parties.

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: December 08, 2015

Residential Tenancy Branch

