



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damages to the unit - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenants were served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenants did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Did the Tenants fail to leave the unit clean and undamaged?

Have the Tenants caused the losses claimed?

Preliminary Matter

No monetary calculations were provided other than a document addressed to the Tenants and setting out a financial claim for certain items (the “Document”).

Rule 2.5 of the Residential Tenancy Branch Rules of Procedure provides that a detailed calculation of any monetary claim being made must be submitted with the application. As the Landlord provided no other monetary calculation or detail of claim, I find that the Landlord’s total claim for damages is limited to that set out in the Document.

Background and Evidence

The tenancy started on February 1, 1999 and ended on May 31, 2015. At the outset of the tenancy rent of \$700.00 was payable monthly and the Landlord collected \$375.00 as a security deposit. Smoking in the unit was not allowed. The Parties mutually conducted a move-in inspection and a move-out inspection. The Landlord provided a copy of a move-in inspection as evidence for this dispute. No report was completed for the condition of the unit at move-out. The Landlord provided a hand written document dated July 16, 2015 setting out damages to the unit. The Landlord provided photos and a witness letter from the new tenant in relation to the condition of the unit.

At the end of the tenancy the Tenant orally provided a forwarding address however the address does not exist. The Landlord obtained the Tenant's residential address from a friend and on a drive past this address saw the Tenant's car parked at this address.

The Landlord states that the Tenants left the unit unclean and damaged and claims as follows:

- \$300.00 for cleaning the unit by the new tenant, invoice provided;
- \$200.00 for two areas of damaged ceramic on a 5 year old stove. The damage does not affect the working of the appliance;
- \$250.00 to repair damage to walls, invoice provided for the work. The Landlord had not painted the unit during the tenancy;
- \$100.00 to replace a handmade white lace curtain present at the start of the tenancy and missing at the end;
- \$268.47 for replacement of ceiling tiles in the basement, receipt provided. The tiles were new in 1999 and left stained from smoking in the unit;
- \$50.00 for the cost of finding the Tenants' residential address;
- \$1,312.91 for carpet replacement costs, one quotation provided or \$350.00 for carpet cleaning. The carpet, new in 1999, was left dirty and stained at move-out. The carpets have been cleaned and not replaced.

Analysis

Rule 2.5 requires the provision of a detailed calculation of any monetary claim being made. Given that the only details and calculations are those set out in the document addressed to the Tenant and there is no monetary order worksheet, I find that there are insufficient particulars to support a claim to anything other than those items set out in the document. I therefore restrict the claims to these items and amounts.

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Given the Landlord's witness letter and photos I find that the Landlord has substantiated that the Tenants failed to leave the unit clean. Given the invoice I find that the Landlord has substantiated that costs were incurred. The Landlord is therefore entitled to **\$300.00**. As the ceramic damage is merely esthetic and there is no loss of functioning of the stove, I find that the Landlord has not shown the loss or costs claimed and I find that the Landlord is only entitled to a nominal amount of **\$50.00** for esthetic loss.

Policy Guideline #40 "Useful Life of Building Elements" sets out the useful life of interior paint at 4 years and the useful life of carpet at 10 years. Based on the Landlord's evidence that the unit walls or ceiling was never painted during the tenancy I find that the Landlord is not entitled to any costs to paint the walls. As the invoice for the repairs does not set out that portion of costs to paint the unit, I find that the Landlord has only substantiated a nominal amount for the holes and dints on the walls, as shown on the photos, in the amount of **\$100.00**. Based on the Landlord's evidence that the carpet was much older than 10 years I find that there was no value left in the carpet at the end of the tenancy and therefore no loss was suffered by the Landlord. I dismiss the claim for costs to replace or clean the carpet. As the missing lace curtain was over 15 years old, and as the Landlord provided nothing to support any value for a similar curtain, I

find that the Landlord has not substantiated a loss and I dismiss the claim for costs to replace the curtain.

Although the Tenant damaged the ceiling tiles by leaving them stained, given the Landlord's evidence of the age of the tiles I find that the Landlord has not substantiated a loss of value equivalent to the cost of new tiles. I find therefore that the Landlord is only entitled to a nominal sum of **\$100.00**. As the discovery of the Tenant's address is not related to any breach by the Tenant I dismiss this claim. As the Landlord's claim has had merit I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$600.00**. Deducting the security deposit of **\$375.00** plus interest of **\$41.32** leaves **\$183.68** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$416.3 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$183.68**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: January 22, 2016

Residential Tenancy Branch

