



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vancouver Park Lane Towers Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FF, MND, MNDC, MNSD

### Introduction

This is an application brought by the Landlord(s) requesting a Monetary Order in the amount of \$912.51, and recovery of their \$50.00 filing fee. The applicants have also requested an Order allowing them to keep the full security deposit towards this claim.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed on September 12, 2015; 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 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 applicants have established monetary claim against the respondent, and if so in what amount.

### Background and Evidence

The applicants testified that, at the end of the tenancy, the tenant left this rental unit extremely dirty with bits of food even stuck on the walls and ceilings, and as a result they had to do an extensive cleaning with the total cost for labor and materials of \$285.70

The landlords further testified that the window coverings in this rental unit were left so badly stained that they could not be cleaned and had to be replaced at a cost of \$387.00.

The landlords further testified that the tenant had damaged the hardwood floor with numerous scratches and watermarks and as a result a portion of the floor had to be replaced at a cost of \$719.25.

The landlords are therefore requesting an Order for the full amount claimed on the application for dispute resolution, because her actual cost far exceeded the amount they have claimed.

### Analysis

It is my finding after viewing the substantial photo evidence and listening to the testimony of the landlords, that the landlords have shown that the tenant left this rental unit in need of extensive cleaning, well beyond normal wear and tear, and therefore I allow the full amount claimed of \$285.70 for cleaning.

It is also my finding that the landlords have shown that the window coverings in the rental unit were left badly stained and in need of replacement, however Residential Tenancy Policy Guideline # 40 which lists the useful life of building elements states that window coverings have a life expectancy of approximately 10 years and therefore I must take normal depreciation into consideration when awarding costs for replacing the window coverings.

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.

In this case, since the tenancy began in May of 2007 and ended in August of 2015, the window coverings were at least eight years old and therefore are considered to be 80% depreciated. Therefore I will allow 20% of the \$387.00 replacement cost for total allowed of \$77.40.

As far as the hardwood floors are concerned, it is my decision that I will allow the full amount claimed for the cost of repairing the hardwood floor, because there was only a very small portion of the floor that was actually damaged and yet the cost was significant for that small amount. In this case I find that depreciation need not be taken

into account, as the entire floor was not being replaced, and the landlords mitigated their costs by just replacing the damaged portions of the floor.

Having allowed a large portion of the landlord's claim I also allow the request for recovery of the \$50.00 filing fee.

Therefore it is my finding that the landlords have shown that there was cleaning and damages as follows:

Cleaning	\$285.70
Window covering replacement	\$77.40
Hardwood floor repair	\$719.25
Filing fee	\$50.00
Total	\$1132.35

It is my decision therefore that since the amount I have allowed exceeds the amount claimed on the original application, I allow the landlords full claim of \$912.51, and recovery of the \$50.00 filing fee for a total of \$962.51.

### Conclusion

I have allowed the landlords full claim of \$962.51 and I therefore Order that the landlords may retain the full security deposit of \$487.00, plus interest required to be paid on the deposit in the amount of \$12.28, for a total of \$499.28, and, pursuant to section 67 of the Residential Tenancy Residential Tenancy Act, I have issued a Monetary Order for the respondent to pay \$463.23 to the applicants.

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: March 08, 2016

---

Residential Tenancy Branch