



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE GLENAYRE REALTY CHILLIWACK LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR MND MNDC MNSD FF

Introduction:

Only the landlord attended this hearing and gave sworn testimony that they served the Application/Notice of Hearing plus all the evidence by registered mail. They provided proof of successful delivery. I find the tenant is served with the Application according to section 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for a monetary order pursuant to Sections 7, 46 and 67 for unpaid rent and damages, to retain the security deposit to offset the amount owing; and to recover the filing fee pursuant to Section 72.

Issue(s) to be Decided:

Has the landlord has proved on a balance of probabilities that the tenant owes rent and 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 was given opportunity to be heard, to present evidence and to make submissions. The landlord stated the tenancy commenced February 1, 2012, monthly rent was \$920 plus utilities and a security deposit of \$450 was paid. The landlords said that the tenant owed rent of \$2610 when they vacated. They provided a rent ledger in evidence showing a running outstanding balance and payments of various amounts since February 2015. On August 1, 2015, the rent balance was \$3710, the tenants paid \$1100 of this which left \$2610 still owing when they vacated.

The landlord said they gave the tenants a number of opportunities to correct deficiencies noted when they did the move –out condition inspection report but the tenants moved leaving the unit in need of significant cleaning. The carpets were 5 years old but even after cleaning, they were unable to be restored. The landlord requests a monetary order for the following amounts:

1. \$210.32: Carpet Cleaning
2. 55.00: junk removal
3. 315.00: cleaning the premises
4. 6203.74 for new carpets (with reduction for age)
5. 367.50: for blind and bifold doors replacement due to damage. They were 5 years old.
6. \$2610: rent arrears

The landlord included invoices for all expenses to support the claim, emails, condition inspection reports and photographs of the condition of the premises at August 22, 2015. 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

Monetary Order

Based on the evidence of the rental ledger, I find that there are rental arrears in the amount of \$2610.

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.

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 as the move-in report shows the unit in fine condition and the move-out report shows significant cleaning and repairs needed. Section 37 of the *Act* states that when a tenant vacates the unit, the tenant must leave the unit reasonably clean and undamaged except for reasonable wear and tear. I find these tenants violated the *Act* by leaving their unit unclean and damaging certain items. I find the landlord entitled to recover \$210.32 for carpet cleaning, \$55.00 for junk removal and \$315.00 for overall cleaning of the premises.

The Residential Policy Guideline #40 assigns a useful life for building elements in rented premises which is designed to account for reasonable wear and tear. I find carpets and blinds are assigned a useful life of 10 years. The carpets and blinds in these premises were 5 years old according to the landlord's evidence and were ruined. I find the landlord entitled to recover 50% of the cost of their replacement or \$3101.87 for carpets and \$183.75 for blinds.

I find the amount of damage and cost to repair is supported by statements, photographs and invoices and the tenant has not disputed the claim.

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:

Rent arrears	2610.00
Carpet cleaning	210.32
Junk removal	55.00
Professional cleaning of premises	315.00
Carpet replacement allowance (50%)	3101.87
Blind replacement allowance (50%)	183.75
Filing fee	50.00
Less security deposit (no interest 2012-2015)	-450.00
Total Monetary Order to Landlord	6075.94

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 09, 2016

Residential Tenancy Branch

