



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MND, MNR, OPB, OPR, FF

Introduction

This hearing was convened in response to an application under the *Residential Tenancy Act* (the Act) by the landlord for a monetary order for unpaid rent, damages and to recover their filing fee. The hearing was conducted by conference call.

The landlord participated in the hearing. The tenant did not attend although served with the application and Notice of Hearing sent by e-mail as previously authorized by an order for substituted service dated February 26, 2016. The landlord provided proof of the e-mail service as required by the order for substituted service. I accept the tenant was served with the Notice of Hearing and the evidence in this matter in accordance with the Order for substituted service. The landlord was given opportunity to be heard, to present evidence and to make submissions.

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 October 01, 2015 and ended February 15, 2016. Rent payable was \$1300.00 per month. At the outset of the tenancy the landlord collected a security deposit of \$1300.00 subsequently reduced to \$650.00, which the landlord retains in trust.

At near the start end of the tenancy the landlord and tenant conducted an inspection and agreed by addendum to the tenancy agreement the rental unit was absent of damage. At the end of the tenancy the tenant abruptly vacated the unit and a mutual

inspection was not possible. On February 02, 2016 the landlord gave the tenant a 10 Day Notice for Unpaid Rent claiming the tenant owed rent for February 2016 in the payable amount of \$1300.00. The tenant elected to vacate the unit and did not pay the rent.

The landlord claims the tenant caused damage to the rental unit during their tenancy.

The landlord claims unpaid rent of \$1300.00. The landlord further claims cleaning costs of \$300.00, \$998.00 for a new refrigerator, \$4154.68 for new laminate flooring inclusive of the cost for installation, and 4 new blinds inclusive of the cost for installation in the sum amount of \$271.88, in the sum amount of \$7024.56.

The landlord provided a series of digital images purporting to the damage and state of cleanliness at the end of the tenancy. The landlord provided, effectively 3 images of some scratches or scuffing to the laminate flooring, and 1 image of a spot in the floor indicating more severe intrusion into the finish of the laminate. The landlord provided several additional images of the same damage. The landlord claims the damage to the laminate flooring area comprises 15% of the total flooring area. The landlord also provided images indicating the upper freezer door of the refrigerator stainless steel 'skin' or cover as scratched. The landlord also provided images indicating the blinds of the rental unit bent and otherwise noticeably damaged.

The landlord further provided estimates only for replacement cost of the claimed damaged refrigerator, flooring, and blinds. The landlord further testified that the condition and age of the flooring was almost new at the time of the start of the tenancy and 1 year old at the end of the tenancy. The landlord testified the age of the refrigerator and the blinds were 7 years old at the end of the tenancy.

Analysis

It must be known that in respect to a monetary claim for damages or for a monetary loss to be successful an applicant must satisfy the test prescribed by **Section 7** of the Act. Effectively Section 7 of the Act prescribes the test to be met by an applicant. The applicant must prove *a loss actually exists* and *prove the loss happened solely because of the actions of the respondent in violation to the Act*. The applicant must also *verify the loss with receipts or credible estimates* and the applicant *must show how they mitigated or what reasonable efforts they made to minimized the claimed loss*.

I accept the landlord's testimony and digital evidence submitted establishing that they are owed unpaid rent for February 2016 in the amount of **\$1300.00**.

I accept the landlord's testimony and digital evidence submitted establishing the tenant left the unit other than *reasonably clean* as required by the Act. As a result, I allow the landlord's claim of **\$300.00** for cleaning.

Residential Tenancy Policy Guideline #37 provides a table of *Useful Life of Work or Thing Purchased* in guiding the residual value of dated items. I use this table for guidance of the following.

I accept the landlord's testimony and digital evidence submitted establishing that the tenant damaged the refrigerator freezer door. I accept the landlord provided an estimate for a new similar replacement for \$998.00. I find the landlord did not mitigate their claim given the age of the refrigerator as 7 years old. **Residential Tenancy Policy Guideline #37** stipulates the useful life of a refrigerator as 15 years. As a result, I grant the landlord a mitigated portion of their claim representing the depreciated value of the refrigerator – 53% - in the amount of **\$533.00**.

I accept the landlord's testimony and digital evidence submitted establishing the tenant damaged the 4 blinds of the rental unit. I accept the landlord's estimate for new similar replacement blinds totalling \$171.88. I find the landlord did not mitigate their claim given the age of the blinds also 7 years old. **Residential Tenancy Policy Guideline #37** stipulates the useful life of blinds as 10 years. As a result, I grant the landlord a mitigated portion of their claim representing the depreciated value of the blinds – 30% - in the amount of **\$51.56**. I find the landlord's estimate of \$100.00 for installing the 4 blinds as unsupported by an estimate or the actual cost for installation. As a result I dismiss this portion of their claim.

I accept the landlord's testimony and digital evidence submitted establishing the tenant caused some damage to the laminate flooring. I am not convinced by the 4 different images submitted into evidence by the landlord that the damage portrayed by the images reasonably represents 15% of the total flooring area. I further find the evidence insufficient to reasonably support completely replacing the laminate flooring, and as a result the landlord's claim of \$4154.68 by comparison to the evidence is extravagant. None the less, I accept that the identified damage has devalued the flooring; therefore I find that an award representing the floor's devaluation as appropriate. In this respect I grant the landlord nominal compensation in the amount of **\$500.00**.

The landlord is entitled to recover the **\$100.00** filing fee paid for their application.

The tenant's security deposit held in trust will be off-set from the award made herein.

Calculation for Monetary Order

Unpaid rent	\$1300.00
Damaged blinds	51.56
Damaged refrigerator	533.00
Damaged flooring	500.00
Cleaning	300.00
Filing Fee for the cost of this application	100.00
Total award	\$ 2784.56
<i>Less Security Deposit</i>	<i>-650.00</i>
Monetary Order to landlord	\$2134.56

Conclusion

I Order that the landlord retain the security deposit of \$650.00 in partial satisfaction of the claim and **I grant** the landlord an Order under Section 67 of the Act for the balance due of **\$2134.56**. 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: April 19, 2016

Residential Tenancy Branch