



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MND, MNSD, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for the cost of repairs and cleaning and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim.

The landlord testified that she served the tenant with the notice of hearing on December 01, 2015, by registered mail, to the forwarding provided by the tenant. The landlord filed a copy of the tracking slip. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for repairs, cleaning and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started in June 2015 and ended on November 23, 2015, pursuant to a mutual end to tenancy agreement. The monthly rent was \$1,200.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$600.00

The move out inspection was conducted in the presence of the tenant on November 22, 2015 and a copy of the report was filed into evidence. The report indicates that there was considerable damage done to the home and that it was left in a dirty condition. The landlord also filed digital evidence to support her testimony regarding the condition of the home at the time the tenant moved out.

The landlord is claiming the following:

|    |                     |                   |
|----|---------------------|-------------------|
| 1. | Replace garage door | \$912.00          |
| 2. | Replace screens     | \$156.80          |
| 3. | Replace carpet      | \$3,036.44        |
| 4. | Replace laminate    | \$2,483.57        |
| 5. | Replace blinds      | \$59.10           |
| 6. | Painting            | \$1,600.00        |
| 7. | Cleaning            | \$682.50          |
| 8. | Filing fee          | \$100.00          |
|    | Total               | <b>\$9,030.41</b> |

### **Analysis**

Based on the sworn testimony of the landlord, the documentary evidence filed by the landlord and in the absence of evidence to the contrary, I find as follows:

1. Replace garage door - \$912.00

The landlord stated that the garage doors were kicked in and damaged and therefore were in operational. The landlord filed photographs to support her claim. I find that the landlord is entitled to her claim.

2. Replace screens - \$156.80

The landlord stated that the screens were destroyed and had to be replaced. I award the landlord \$156.80 to replace the screens.

3. Replace carpet - \$3,036.44

4. Replace laminate - \$2,483.57

The landlord testified that the carpet and laminate were replaced in 2013 and at the end of the tenancy were two years old. The photographs and move out inspection report indicate that the flooring was destroyed and needed replacement.

Section 40 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the flooring. As per this policy, the useful life of is ten years. The landlord renovated the rental unit in 2006 and therefore by the end of the tenancy, the flooring had eight years of useful life left. Accordingly, I find that the landlord is entitled to a total of \$4,416.00 which is the approximate prorated value of the remainder of the useful life of the flooring.

5. Replace blinds - \$59.10

The landlord filed evidence to support her claim and therefore I award her \$59.10 for the replacement of blinds.

6. Painting - \$1,600.00

The landlord stated that at the time she filed her claim she had provided an estimate of \$1,600.00. However she stated that it ended up costing her \$3,990.00. The photographs indicate that the walls were badly damaged. The landlord stated that the walls were last painted in 2013.

I accept the landlord's testimony that it cost her considerably more than the estimate filed into evidence and therefore I award the landlord her full claim of \$1,600.00.

7. Cleaning - \$682.50

The landlord has provided adequate evidence to support her claim.

8. Filing fee - \$100.00

Since the landlord has proven her case, I award her the recovery of the filing fee.

Overall the landlord has established a claim as follows:

|    |                               |                   |
|----|-------------------------------|-------------------|
| 1. | Replace garage door           | \$912.00          |
| 2. | Replace screens               | \$156.80          |
| 3. | Replace carpet (and laminate) | \$4,416.00        |
| 4. | Replace laminate              | \$0               |
| 5. | Replace blinds                | \$59.10           |
| 6. | Painting                      | \$1,600.00        |
| 7. | Cleaning                      | \$682.50          |
| 8. | Filing fee                    | \$100.00          |
|    | <b>Total</b>                  | <b>\$7,926.40</b> |

Overall the landlord has established a claim of \$7,926.40. I order that the landlord retain the security deposit of \$600.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$7,326.40. This order may be filed in the Small Claims Court and enforced as an order of that Court.

**Conclusion**

I grant the landlord a monetary order of **\$7,326.40**.

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: June 24, 2016

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Residential Tenancy Branch