



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding W.V. FALCUS & ASSOCIATES (1977) LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR MND MNDC MNSD FF

Introduction:

Only the landlord attended the hearing and gave sworn testimony that they served the Application for Dispute Resolution personally on the tenant with a witness. I find it was legally served pursuant to section 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7, and 67 for damages;
- b) To retain the security deposit to offset the amount owing; and
- c) An order 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 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 attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced November 12, 2013, that monthly rent was \$935 and a security deposit of \$467.50 was paid. A pet damage deposit of \$367.50 was also paid but refunded to the tenant in May 2015 when she no longer had the pet. The tenant vacated on February 29, 2016 without owing rent and signed the condition inspection report agreeing to the deduction of her security deposit. The landlord claims as follows:

- 1. \$147.00 for cleaning
- 2. \$52.50 for bedroom carpet cleaning
- 3. \$893.63 to replace a living room carpet. The carpet was new in October 24, 2013 so was 28 months old at move-out.
- 4. \$112.00 to repair a bedroom screen

5. \$41.50 for the supply of bathroom paint. The tenant had repainted the bathroom in her preferred colour and agreed to reimburse the landlord for the paint and the landlord would supply the labour free.
6. \$80 for refrigerator damage. The fridge was badly dented and it costs about \$800 (according to an invoice) to replace it. The landlord asks compensation based on the fact the fridge was 5 years old so had 10 years of useful life remaining.
- 7.

In evidence are invoices to support all items of the claim and a condition inspection report signed at move-in and move-out by the landlord and tenant. 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

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.

I find the landlord satisfied the onus of proving on a balance of probabilities that the tenant damaged the property, that it was beyond reasonable wear and tear and the cost to compensate. I find the move-in and move-out reports and invoices for the claim support the landlord's sworn testimony.

Section 37 of the *Act* provides that a tenant when vacating must leave the unit reasonably clean and undamaged. I find the weight of the evidence is that the tenant left the unit unclean and with damages as claimed by the landlord. I find the condition inspection report at move-out supports the landlord's claim. I find the tenant violated section 37 of the *Act* and is responsible to compensate the landlord for \$147 for suite cleaning and \$52.50 for bedroom carpet cleaning.

The Residential Policy Guideline #40 provides for a useful life of elements in rental properties to account for reasonable wear and tear. I find carpets are assigned a useful life of 10 years (120 months) and the carpet that had to be replaced was 2 years and 4 months old (28 months). I find the weight of the evidence is that the tenant damaged the carpet so I find the landlord entitled to recover 76% of the cost of its replacement for the

remaining years of useful life. I find the landlord entitled to recover \$685.12 for carpet replacement.

I find the weight of the evidence is that the bedroom screen was damaged so I find the landlord entitled to \$112 for its repair. I find the landlord entitled to recover \$41.50 for the paint supply for the bathroom. These claims were supported by the tenant's agreement on the Condition Inspection Report. I find the damage to the refrigerator is supported on the move-out report also and the cost of a new fridge (about \$800) is supported by an invoice provided. I find refrigerators have a useful life of 15 years according to the guideline and this refrigerator was only 5 years old. I find the landlord's estimate of depreciation for the damage to be reasonable at \$80 so I allow that claim.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below and to retain the security deposit with interest to offset the amount owing. I find the landlord is also entitled to recover filing fees paid for this application.

Calculation of Monetary Award:

Cleaning costs 147+52.50	199.50
Allowance for carpet replacement	685.12
Screen Repair(112) and paint supply (41.50)	153.50
Depreciation refrigerator for damage	80.00
Filing fee	100.00
Less security deposit	-467.50
Total Monetary Order to Landlord	750.62

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: July 14, 2016

Residential Tenancy Branch