



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Remax Check Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for compensation for loss – Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

Preliminary Matters

I accept the Landlord's evidence that Tenant SB was served with the application for dispute resolution and notice of hearing in person on February 25, 2016 in accordance with Section 89 of the Act. Tenant RL was not served in person however the Landlord believes that the Tenants continue to reside together and Tenant SB accepted the package for Tenant RL on February 25, 2016. Given this evidence I find that Tenant RL was sufficiently served with the application for dispute resolution and notice of hearing. Neither Tenant appeared. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

The Landlord transposed the Tenants' first and last names in the application form and asks that they be corrected. As there is no prejudice to the Tenant who has not appeared, I correct the style of cause with the correct order of the names.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on May 1, 2015. Rent of \$1,375.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$687.50 as a security deposit. The Parties mutually conducted a move-in inspection and a condition report was completed.

On May 29, 2016 the Landlord served the Tenants with a one month notice to end tenancy for cause. The effective day of the notice was July 31, 2016. The Landlord attended the unit on July 14, 2016 and found the unit empty and unsecured. The Landlord tried to contact the Tenants by phone however the number was no longer in service. The Landlord had no other way to contact the Tenants. The Landlord completed the move-out inspection and condition report. The Landlord provides a copy of the move-in and move-out reports.

The Tenants left the unit unclean and with damages and the Landlord claims, with photos and invoices provided, as follows:

- \$297.15 for costs to repair interior damages including the cost to paint the walls in areas. The walls were last painted 5 years prior to the onset of the tenancy;
- \$101.70 for costs to haul garbage left by the Tenants;
- \$302.61 for the costs to clean the carpets in the office, den, bedroom, family room and a set of stairs;
- \$62.74 for the costs to replace the locks as the Tenant did not return the keys;
- \$246.00 for the costs to clean the unit, including costs of cleaning after repairs;
- \$23.00 and 17.24 for paint supplies;
- \$18.25 and \$25.74 for the cost of repair supplies; and
- \$67.18 for the cost to replace two garage remotes that were not returned by the Tenants.

The Tenants failed to pay for July 2016 rent and the Landlord claim \$1,375.00. The Landlord withdraws the claim for utilities.

Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the Landlord's undisputed evidence of unpaid rent I find that the Landlord has substantiated its claim to **\$1,375.00**.

Based on the Landlord's undisputed evidence in relation to the garbage, carpets, locks, remotes, cleaning and repairs and given the invoices, I find that the Landlord has substantiated an entitlement to **\$798.48** (101.70 + 302.61 + 62.74 + 246.00 + 18.25 + 25.74 + 67.18).

Policy Guideline # 40 provides that the useful life of indoor paint is 4 years. Based on the Landlord's evidence I find that that there was no value left to the paint on the walls and that the Landlord is therefore not entitled to costs for painting the walls. As the invoice that include costs of painting the unit does not indicate what percentage was allocated to the paint, I reduce the claim for repairs by $\frac{1}{2}$ and find that the Landlord is therefore only entitled to **\$148.58** (297.15/2). I dismiss the claim for the costs of paint supplies.

As the Landlord's application has been primarily successful I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$2,422.06**. Deducting the security deposit plus zero interest of **\$687.50** from this amount leaves **\$1,734.56** owed by the Tenants to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of **\$687.50** in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$1,734.56**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: September 08, 2016

Residential Tenancy Branch