



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR MND MNDC MNSD FF

Introduction:

Only the landlord attended and gave sworn testimony. He said the Application for Dispute Resolution was served personally to the tenant at his workplace by a man he hired to do the job. I find that 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 orders as follows:

- a) A monetary order pursuant to Sections 7, 46 and 67 for unpaid rent and 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 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 September 15, 2014, that monthly rent was \$900 payable on the 15th of the month and a security deposit of \$450 was paid. The landlord said that the tenant did not pay rent for January 2016 and when he went to collect, the female tenant told him the male tenant was in jail and she was cleaning and moving out. She packed and went back to another province and returned no key. When he returned again on January 22, 2016, he found the house abandoned, the doors were jammed and inside there was a great deal of damage. He said walls and doors were punched in, the carpet was ruined by pets they kept and there were cigarette burns in it. He was unable to re-rent until April 1, 2016 because of the cleaning and repairs that had to be done.

The landlord claims as follows:

\$900: Rent for January 2016

\$900: rental loss for each of February and March 2016 due to amount of repairs

\$285: cleaning and garbage removal- invoice provided

\$400: Repairs and labour – invoice provided

\$619.92: supplies to clean and repair – many small invoices were added to this total

\$180: for 12 hours of cleaning glass, cigarette butts and other items inside and out

\$125: for taking two loads to dump –invoice provided

\$302.41 for paint and supplies: paint was approximately 11/2 years old at move-out

\$510: to painter for painting: invoice provided

\$140: for destroyed screen door that was maybe as old as house (1950s)

\$650: to replace carpet in two bedrooms destroyed by pets feces/urine and cigarette burns. Carpet was 3 years old.

In evidence are rent receipts, invoices, list of damage and one page of a tenancy agreement. 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

I find that there are rental arrears in the amount of \$900 for January 2016. I find the landlord's evidence credible that there was much damage done by these tenants and it required almost two months to repair the damage. His evidence is supported by invoices with the latest dated March 30, 2016. I find he was not able to re-rent the unit until April 1, 2016 so I find him entitled to recover rental loss until that time. Since rent was paid on the 15th of the month, I find him entitled to recover rental loss from February 15, 2016 to April 1, 2016 when he re-rented (a total of one and a half months of rental loss). Rent arrears (900) and rental loss (1350) total \$2250 compensation.

Awards for compensation for damages 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, that much of it was caused by pets and unauthorized smoking. I find the amount of damage and cost to repair is supported by statements, photographs and some invoices and the tenant has not disputed the claim.

Section 37 of the Act provides that when a tenant vacates a unit, they are obligated to leave it clean and tidy. I find this tenant violated the Act by leaving the unit in a very dirty condition with many damages to the doors and walls. I find the landlord entitled to compensation of \$285 for cleaning, \$400 for labour for repairs, \$619.92 for supplies for cleaning and repairing and \$180 for cleaning inside and out of broken glass and cigarette butts. I find him also entitled to recover \$125 for dumping

The Residential Tenancy Branch Policy Guideline #40 assigns a useful life to elements in rented premises which is designed to account for reasonable wear and tear. Paint is assigned a useful life of 4 years (48 months). I find from the landlord's testimony that the paint in the unit was about 18 months old when the tenant moved out so it had 30 months of useful life remaining (or 62%). Therefore I find the landlord entitled to recover 62% of his painting costs (total \$812.41) which is \$503.69. The Guideline assigns a useful life of 10 years to carpets. I find the carpets destroyed were 3 years old so had 70% of useful life remaining. I find the landlord entitled to recover \$455 of his cost of \$650 for replacement. I find screen doors have a 15-20 useful life assigned in the Guideline. Since the destroyed screen door may have dated from 1950 according to the landlord, I find him not entitled to recover cost of its replacement since it was beyond the end of its useful life.

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 January 2016	900.00
Rental loss Feb. (900)+ March 15-April 1(\$450)	1350.00
Cleaning	285.
Labour for repairs	400.00
Cleaning and repair supplies	619.92
Cleaning glass and butts in and out	180.00

Dumping	125.00
Allowance for painting	503.69
Allowance for carpet replacement	455.00
Filing fee	100.00
Less security deposit	-450.00
Total Monetary Order to Landlord	4468.61

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 21, 2016

Residential Tenancy Branch