



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR MND MNDC MNSD FF

Introduction:

Only the landlord attended the hearing and gave sworn testimony. They said the tenant was served with the Application for Dispute Resolution at her workplace as she provided no forwarding address. 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, 37, 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 has unpaid rent and 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 several years ago with a male tenant as well. However, it began with the present tenant September 1, 2015, monthly rent was \$1850 and a security deposit of \$925 was paid. In a previous Decision, the landlord obtained an Order of Possession and a Monetary Order for rental arrears to the end of February 2016. The tenant vacated on March 15, 2016 without paying any more rent.

The landlord claims as follows:

\$925: unpaid rent March 1-15, 2016

\$280 for carpet cleaning

\$315 for general cleaning

\$200 for garbage removal

\$266.82 for laminate floor underlay. They had to replace carpet that was 5 years old because cats destroyed the carpets with their odours

\$21.56: for transition to match laminate

\$53.28 and \$55.99 for a drip pan and hood fan for a stove: they were 5 years old

\$49.27: to replace window screening that was often replaced because the cats tore it.

\$?: for two days of landlord's labour for cleaning the home which was left very dirty.

In evidence are invoices to support all items claimed except the landlord's personal labour. A USB supplied photographs as evidence of the damage.

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 \$925 for March 1-15, 2016.

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.

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 illustrated in the photographs. I find that the damage was beyond reasonable wear and tear. Section 37 of the *Act* states that a tenant, when vacating, must leave the unit clean and tidy. I find the weight of the evidence is that the tenant violated the *Act* by leaving the unit extremely dirty as the photographs illustrate. I find the landlord's evidence credible that she and her daughter had to spend two days cleaning themselves before engaging a professional cleaner. I find the landlord entitled to recover \$280 for carpet cleaning, \$315 for general cleaning by professionals. Although she did not submit an invoice, I find the landlord entitled to \$200 for her general labour in cleaning (20 hrs x \$10 hr.).

I find the landlord entitled to recover \$200 for garbage removal and \$49.27 for window screening that was replaced recently due to damage done by the cat.

I find the weight of the evidence is that some carpet was destroyed also and the landlord spent \$288.38 to replace it with laminate and a transition piece. Residential Tenancy Branch Policy Guideline #40 assigns a useful life for elements in rented premises which is designed to account for reasonable wear and tear. Carpet is assigned a useful life of 10 years. Since this carpet that was replaced was 5 years old, I find the landlord entitled to recover 50% of the cost of its replacement or \$144.19. I find the landlord had to replace a drip pan and stove hood at a cost

of \$109.27. The Guideline assigns a useful life for stoves of 15 years and this stove was 5 years old. I find the landlord entitled to recover \$72.84 for the useful life remaining of the replaced parts.

I find the amount of damage and cost to repair is well supported by statements, photographs and invoices and the tenant has not disputed the claim.

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	925.00
Carpet cleaning	280.00
Professional house cleaning	315.00
Landlord labour house cleaning allowed	200.00
Garbage removal	200.00
Replace screen	49.27
Allowance for flooring replacement	144.19
Stove parts allowance	72.84
Filing fee	100.00
Less security deposit	-925.00
Total Monetary Order to Landlord	1361.30

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