



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

CORRECTED DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD

Introduction

This is an application brought by the Landlord requesting a monetary order in the amount of \$8222.35, recovery of the \$100.00 filing fee, and requesting an order to retain the full security deposit towards the claim.

The applicant testified that the respondent(s) were served with notice of the hearing by registered mail that was mailed on April 28, 2016; however the respondent(s) did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent(s) have been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

The applicant's testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondents, and if so in what amount.

Background and Evidence

The applicant testified that this tenancy began in August of 2012 with a monthly rent of \$1600.00.

The applicant further stated that the tenants paid an \$800.00 security deposit at the beginning of the tenancy.

The applicant further testified that the tenants vacated on May 15, 2014, leaving the rental unit and property in need of significant cleaning and repairs.

The applicant testified that three doors in the rental unit were badly scratched and chewed by the tenants dogs and as a result they had to be replaced, as well the glass of a French door was badly scratched, and it too had to be replaced.

The applicant further testified that the tenants had left knife cut marks all over the countertops in the rental property, and as a result the countertops will have to be replaced, and she has provided a professional quote to replace those countertops.

The applicant further testified that there was a water feature at the rental property which included a Creek that ran alongside the house to ponds below however during the tenancy the tenants completely destroyed the water feature to the point where it no longer functions and will have to be completely rebuilt. She states that she got professional estimates to repair that ranged from \$3000-\$4500; however she believes she can do the repairs herself for approximately \$2400.00.

The applicant further testified that she is not sure how it happened, but all the baseboards in the rental unit are swollen from water damage and as a result they all had to be replaced.

The applicant further testified that the tenants had put numerous holes in the walls and ceiling of the rental property which all had to be patched and repainted, and she has received a \$1975.00 quote to have that work done.

The applicant further testified that the rental unit was left in filthy condition and as a result she had to spend 40 hours of her own time cleaning the rental property, for which he is asking \$20.00 per hour.

The applicant further testified that she has provided a large number of photos as evidence that clearly shows the poor condition in which the rental unit and property was left.

The applicant is therefore requesting a monetary order as follows:

Replacing doors and patio door glass	\$415.00
Replacing countertop	\$2338.35
Creek restoration	\$2400.00
Replacing baseboards	\$294.00
Repairing and repainting walls	\$1975.00
40 hours of cleaning	\$800.00
Filing fee	\$100.00
Total	\$8322.35

Analysis

After reviewing the testimony and the photo evidence provided by the landlord it is my finding that the landlord has shown that the tenants left this rental unit in need of significant cleaning and repairs and therefore I have allowed a large portion of the tenants claim.

It is my finding that the landlord has shown that the tenants caused the damages claimed, and I accept that the costs she has provided are fairly accurate estimates of the costs of doing those repairs; however awards for damages are intended to be restorative, meaning the award should place the applicant in the same financial position had the damage not occurred. Where an item has a limited useful life, it is necessary to reduce the replacement cost by the depreciation of the original item. In this case, the landlord testified that the items in the rental property were 12 years old, and therefore I must look at the useful life of those items, and determine the present value, considering 12 years of depreciation.

Residential policy Guideline Number 40 Lists the Useful Life of Building Materials and I therefore use that guideline to assist me in determining a reasonable amount of depreciation.

Residential policy Guideline Number 40 states that the useful life of doors is 20 years and therefore since the doors were 12 years old they only had a remaining useful life of eight years. I will therefore allow 8/20 of the claim for a total of \$166.00.

Residential policy Guideline Number 40 states that the useful life of countertops is 25 years and therefore they have a remaining useful life of 13 years, and therefore I will allow 13/25 of the claim for a total of \$1215.96.

Residential policy Guideline Number 40 states that the useful life of landscaping is 15 years, and therefore, **since the landscaping was 10 years old at the end of the tenancy**, the landscaping had a remaining useful life of ~~two years~~ **five years**. I will therefore allow ~~2/15~~ **5/15** of the claim for landscaping. I base this amount however on the amount of a professional estimate of approximately \$4500.00. I therefore allow ~~\$600.00~~ **\$1500.00** of the claim for Creek restoration.

(Note: in the original decision I calculated the remaining useful life on an incorrect age of the landscaping, after reviewing my notes I confirm that the landlord had testified that the landscaping was installed in 2006.)

Residential policy Guideline Number 40 does not specifically give the useful life for baseboards and since baseboards do not normally sustained much wear and tear, I will allow the full amount claimed for baseboards of \$294.00.

I also allow the full amount claimed for repairing and painting the walls in the rental unit as I find it unlikely that the walls had not been painted for 12 years and were more likely painted just prior to the tenants moving into the rental unit. I therefore allow the full claim of \$1975.00 or painting and wall repairs.

I also allow the full amount claimed by the landlord for cleaning as it's obvious from the photo evidence that this rental unit was left in need of significant cleaning.

Having allowed a significant amount of the landlord's claim I also allow the request for recovery of the \$100.00 filing fee.

Therefore the total amount I have allowed is as follows:

Replacing doors and patio door glass	\$166.00
Replacing countertops	\$1215.96
Creek restoration	\$1500.00
Replacing baseboards	\$294.00
Repair and repaint walls	\$1975.00
Extensive cleaning	\$800.00
Filing fee	\$100.00
Total	\$6050.96

Conclusion

I have allowed \$6050.96 of the landlords claim, and I therefore order that the landlord may retain the full security deposit of \$800.00, and I have issued a monetary order in the amount of \$5250.96.

Corrected Decision

NOTE: THIS DECISION CORRECTS AND REPLACES THE DECISION I ISSUED ON October 12, 2016, WHICH HAD A MATHEMATICAL ERROR.

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*.

Correction Dated: November 4, 2016

Residential Tenancy Branch