



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, for the cost of cleaning and repairs and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

The landlord testified that on June 24, 2016 she served the tenant with the notice of hearing package by registered mail. The tenant had already moved out and did not provide the landlord with a forwarding address. The landlord made some inquiries and found out where the tenant had moved to. The landlord filed a copy of the tracking slip and upon checking on line, I found that on June 27, 2016, the tenant had received the package and had signed in acknowledgement of receipt. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, for the cost of cleaning and repairs and for the recovery of the filing fee? Is the landlord entitled to retain the security deposit in partial satisfaction of her claim?

Background and Evidence

The landlord testified that the tenancy started on June 01, 2005 and ended on pursuant to an order of possession effective May 31, 2016. The tenant moved out on June 07, 2016. The monthly rent was \$375.00 and prior to moving in the tenant paid a security deposit of \$150.00. The landlord stated that the tenant overstayed after the effective date of the order of possession. The landlord is claiming rent for the period of June 01-07, 2016. The landlord also testified that the tenant left the unit in a damaged and dirty condition and she incurred a cost to clean and repair. The landlord is applying for the damages and to retain the security deposit in partial satisfaction of her claim.

The landlord filed invoices to support her claim for the following:

1.	Rent for overstay – 7 days	\$287.50
2.	Agusta Recycling	\$39.49
3.	Removal of garbage and cleaning	\$380.00
4.	Painting	\$75.00
5.	Install laminate	\$85.00
6.	Replace mailbox and lettering	\$79.16
7.	Door stops and new locks	\$67.72
8.	Replace curtains and rods	\$321.86
9.	Replace linoleum in kitchen	\$162.01
10.	Replace refrigerator parts	\$250.85
11.	Replace two closet doors	\$145.49
12.	Filing fee	\$100.00
	Total	\$1,994.08

Analysis

Based on the undisputed sworn testimony and documentary evidence of the landlord, I find as follows:

1. Rent for overstay - 7 days - \$287.50

Section 57 (3) of the *Residential Tenancy Act* states that A landlord may claim compensation from an over holding tenant for any period that the over holding tenant occupies the rental unit after the tenancy is ended. In this case the tenancy ended on May 31, 2016 and the tenant moved out on June 07, 2016. Accordingly I find that the landlord is entitled to prorated rent for the period that the tenant overstayed. The landlord has claimed \$287.50. The prorated rent is equal to \$87.50 and therefore I award the landlord this amount.

2. Augsta Recycling - \$39.49

3. Removal of garbage and cleaning - \$380.00

The landlord has provided invoices for these services. I find that the landlord is entitled to her claim.

4. Painting - \$75.00

The landlord stated that the paint needed to be touched up. I find that the landlord must bear this cost after a tenancy of 11 years.

5. Install laminate - \$85.00
6. Replace linoleum in kitchen - \$162.01

Section 40 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the flooring. As per this policy, the useful life of flooring is ten years.

The landlord stated that the flooring was new in 2009 and therefore by the end of the tenancy, the flooring had approximately three years of useful life left. Accordingly, I find that the landlord is entitled to a total of \$75.00 which is the prorated value of the approximate remainder of the useful life of the flooring.

7. Door stops and new locks - \$67.72

The landlord stated that the tenant did not return the keys and therefore she had to replace the locks. The landlord has filed an invoice to support her claim. Therefore I find that the landlord is entitled to her claim.

8. Replace curtains and rods - \$321.86

Pursuant to section 40 of the *Residential Tenancy Policy Guideline*, the useful life of drapes is 10 years. Since the length of the tenancy was 11 years, I find that the drapes had outlived their useful life. However the landlord stated that the tenant took away the rods and other hardware attached to the walls and therefore I find that the tenant is responsible for the cost to replace these items. The landlord has filed an invoice into evidence and based on this invoice, I find it appropriate to award the landlord \$100.00 towards the cost of replacing the rods and other hardware.

9. Replace mailbox and lettering - \$79.16

The landlord stated that the tenant damaged the mailbox and has filed a receipt for the cost incurred to replace it. I find that the landlord is entitled to her claim

10. Replace refrigerator parts - \$79.16

The landlord testified that the refrigerator was purchased in December 2014 and the tenant had broken the crispers and a bar in the freezer. The landlord filed proof of the cost she incurred to replace these parts. I award the landlord her claim.

11. Replace two closet doors - \$145.00

Based on section 40 of the *Residential Tenancy Policy Guideline*, the useful life of doors is 20 years. Therefore I award the landlord approximately half the cost she incurred to replace these doors after a tenancy of 11 years. I grant the landlord \$75.00.

12. Filing fee - \$100.00

Since the landlord has proven most of her claim, I award the landlord the recovery of the filing fee.

Overall the landlord has established a claim as follows:

1.	Rent for overstay – 7 days	\$87.50
2.	Agusta Recycling	\$39.49
3.	Removal of garbage and cleaning	\$380.00
4.	Painting	\$0.00
5.	Install laminate	\$25.00
6.	Replace linoleum in kitchen	\$50.00
7.	Door stops and new locks	\$67.72
8.	Replace curtains and rods	\$100.00
9.	Replace mailbox and lettering	\$79.16
10.	Replace refrigerator parts	\$250.85
11.	Replace two closet doors	\$75.49
12.	Filing fee	\$100.00
	Total	\$1,255.21

I order that the landlord retain the security deposit of \$150.00 plus the interest of \$5.31 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,099.90. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order of **\$1,099.90**.

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: December 21, 2016

Residential Tenancy Branch