



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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 \$7013.03, and requesting recovery of the \$100.00 filing fee

The applicant testified that the respondent(s) were served with notice of the hearing by registered mail that was mailed to the address at which they presently live; 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.

All 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 on March 1, 2015 with a monthly rent of \$1200.00, due on the first of each month.

The applicant further testified that the tenants paid a security deposit of \$600.00, and a pet deposit of \$600.00, and that both were paid on March 1, 2015.

The applicant further testified that the tenants vacated the rental unit around August 25, 2016 however he is not exactly sure of the date as the tenants did not inform him they were vacating on that date and he only found out from the strata Corporation.

The applicant further testified that the tenants caused extensive damage to the rental unit, and left the rental unit in need of extensive cleaning at the end of the tenancy, and therefore he is requesting a monetary order as follows:

Cost to replace carpets damaged by urine and feces	\$2083.20
Labor to install flooring	\$891.36
Cleaning filthy suite	\$450.00
Garage door damaged by tenants	\$1788.72
Various hardware to repair damages caused by tenants	\$93.73
Paint to repair excessive wall damage	\$22.69
Cost to unplug toilet which had a large rubber item in it	\$21.53
Cost to replace damaged bathtub drain	\$34.14
Cost to replace damaged blinds and screens	\$56.53
Cost to replace knobs and grease filter from stove and microwave	\$78.37
Cost to replace keys that were not returned	\$42.18
Cost to replace missing glass shelf from refrigerator	\$28.42
Landfill fees	\$10.00
Landlord's mileage driving back and forth to the rental unit to do repairs	\$212.16
Lost rental revenue for September 2016	\$1200.00
Filing fee	\$100.00

Total	\$7113.03
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The landlord further testified that he has provided extensive photo evidence to show the damage, he has provided all the invoices for the cost of items replaced, and he has provided a witness statement from the person who saw the tenants damage the garage door with their vehicle.

The landlord further testified that the carpet in the rental unit, that needed to be replaced, was new in 2006 and therefore was approximately 10 years old at the end of the tenancy.

The landlord further testified that, since the tenants did not give the required Notice to End Tenancy, and since the rental unit was left in need of significant cleaning and repairs, he was unable to re-rent the unit until October 1, 2016, and therefore also lost the full rental revenue for the month of September 2016 as listed above.

#### Analysis

Based on the testimony of the landlord, and the extensive photo and documentary evidence provided, it is my finding that the landlord has shown that the tenants caused extensive damage to the rental unit and left the rental unit in need of extensive cleaning.

It is also my finding that the landlord has shown that the tenants damaged the garage door to the strata property and as a result the landlords had to pay for the repair of that door.

It is my decision therefore that I will allow the majority of the landlords claim. The only portion of the claim that I will not allow is the landlords claim for the cost of the flooring material that was used to replace the carpet was in the rental unit.

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. Residential Tenancy Policy Guideline number 40 is a guide for determining the useful life of building elements, and in that guide it states that carpets generally have a useful life of about 10 years, after which they are considered fully depreciated.

In this case, the carpets that were destroyed with urine and feces were 10 years old, and therefore are considered to be fully depreciated and of no value and therefore I will not allow the landlords claim for the replacement cost of those carpets. I will however allow the claim for the labor to remove and replace the carpets because, even though they technically had no value, the landlord would not have to have removed and replaced them had they not been soaked in urine and feces.

Therefore the total amount of the claim that I have allowed is as follows:

Labor to install flooring	\$891.36
Cleaning filthy suite	\$450.00
Garage door damaged by tenants	\$1788.72
Various hardware to repair damages caused by tenants	\$93.73
Paint to repair excessive wall damage	\$22.69
Cost to unplug toilet which had a large rubber item in it	\$21.53
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Cost to replace damaged blinds and screens	\$56.53
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Cost to replace keys that were not returned	\$42.18
Cost to replace missing glass shelf from refrigerator	\$28.42
Landfill fees	\$10.00
Landlord's mileage driving back and forth to the rental unit to do repairs	\$212.16
Lost rental revenue for September 2016	\$1200.00
Filing fee	\$100.00
Total	\$5029.83

### Conclusion

I have allowed \$5029.83 of the landlords claim, and I therefore order pursuant to section 38 of the Residential Tenancy Act that the landlord may retain the full security/pet deposits totaling \$1200.00 towards the claim and I have issued a monetary order, pursuant to sections 67 and 72 of the Residential Tenancy Act, for the respondents to pay \$3829.83 to the applicant.

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: May 01, 2017

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Residential Tenancy Branch