



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND MNDC FF

Introduction:

Only the landlord attended and gave sworn testimony. The landlord said they served the Application for Dispute Resolution on the tenant by registered mail to the forwarding address provided by the tenant when she vacated. It was returned unclaimed although a letter outlining the damage claim was not returned. I find the Application is legally served pursuant to section 89 of the Act and deemed to be received pursuant to section 90 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, and 67 for damages; 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 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 deemed to be 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 October 2014, that monthly rent was \$599 as subsidized and no security deposit was required or paid. The tenant vacated on or about May 2016 and the landlord obtained a monetary order for unpaid rent at a previous hearing.

The landlord claims for damages as follows:

- \$315- extra cleaning over 6 hours. (The invoiced cost was \$756.80).
- \$281.17- to replace missing screens or rescreen, to replace a broken 5 yr. old door and a missing door knob. The landlord was unable to provide the age of the screens. Invoiced screen charges were \$133.68 and the remainder of the bill for labour and the door replacement (\$147.49).

- \$177.22- to replace the glass in a broken window
- \$1734.37- for 50% of the cost to repair and repaint the unit. The paint was less than 2 years old when the tenant vacated but was very damaged.
- \$450- to remove debris.

The landlord supplied all invoices to support the claim, move in and out condition inspection reports and photographs as evidence of the damage. The tenant provided no documents and did not attend to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

Analysis

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, that much of the damage was beyond reasonable wear and tear and the cost to cure the damage. 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

I find the landlord entitled to recover \$315 for the extra cleaning, \$450 for removing debris and \$177.22 to replace the glass in a broken window. The Residential Policy Guidelines assign a useful life of elements in rented premises which is designed to account for reasonable wear and tear. I find they assign a useful life for paint of 4 years. As the paint in the unit was 2 years old when it required repainting, I find the landlord entitled to recover 50% of the cost of repainting or \$1734.37 as claimed.

I find items such as screens are assigned a useful life of 10 years. Since the landlord was unable to provide the age of the screens, I find they may have been beyond the age of their useful life and the damage might be attributed to reasonable wear and tear. Therefore, I award no allowance for the \$133.68 for screen replacement. I find wood

doors are assigned a useful life of 15 years and the evidence is that the door that required replacement was 5 years old. Therefore I find the landlord entitled to recover 2/3 of the cost of the door replacement for the 10 years of useful life remaining or \$98.22. (\$147.49 x .666)

Conclusion:

I find the landlord is entitled to a monetary order as calculated below and to recover filing fees paid for this application. There is no security deposit.

Calculation of Monetary Award:

Extra cleaning	315.00
Debris removal	450.00
Window glass replacement	177.22
50% of cost to repaint	1734.37
Door replacement allowance	98.22
Filing fee	100.00
Total Monetary Order to Landlord	2874.81

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: June 06, 2017

Residential Tenancy Branch