



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MND MNDC FF

Introduction:

Only the landlord attended the hearing and gave sworn testimony. The landlord said that they served the Application for Dispute Resolution by registered mail on both tenants; they have the numbers in file and the mail was not returned. I find that the tenants are legally 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, 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 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 in June 2013, that monthly rent was \$890 and a security deposit of \$445 was paid. In a hearing on August 19, 2015 the landlord testified the tenants vacated on July 2, 2015 and the landlord was granted a monetary order for unpaid rent. The full security deposit was retained to offset the amount owing so there is no longer a security deposit in trust.

The landlord applies for compensation for damages as follows:

\$64 –for a second coat of paint on the doors. They were last painted on March 7, 2013.
\$250 – to replace two bedroom doors and two passage sets. The building is 27 years old and the manager could find no records of the age of the doors or sets.
\$325.40 –cleaning and rubbish removal
\$95- carpet cleaning.

The landlord provided copies of the previous hearing, move-in and move-out condition inspection reports and invoices to support their claim. 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

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.

Director's orders: compensation for damage or loss

67 Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Section 67 of the Act does *not* give the director the authority to order a respondent to pay compensation to the applicant if damage or loss is not the result of the respondent's non-compliance with the Act, the regulations or a tenancy agreement.

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 damages as it is well supported by the move-in and move-out reports. I find the landlord entitled to recover \$325.40 for rubbish removal and \$95 for carpet cleaning.

As explained to the landlord in the hearing, Residential Tenancy Policy Guideline 40 assigns a useful life to elements in rented premises. This is designed to account for reasonable wear and tear. I find paint is assigned a useful life of 48 months (4 years) and this paint on the doors was approximately 16 months old at move out. I find it had 32 months or 66% of its useful life remaining. I find the landlord entitled to compensation of \$42.66 for the repainting.

I find doors and locks are assigned a useful life of 20 years. As the building is 27 years old and the landlord was unable to confirm that the doors were ever replaced, I find the landlord not entitled to compensation for the replacement of doors and passage sets. I

find they may have been beyond the end of their useful life and the damage may have been the result of reasonable wear and tear.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below. I find the landlord is also entitled to recover filing fees paid for this application.

Calculation of Monetary Award:

Cleaning and rubbish removal	325.40
Carpet cleaning	95.00
Allowance for repainting	42.66
Filing fee	100.00
Total Monetary Order to Landlord	563.06

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 21, 2017

Residential Tenancy Branch