



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for damage to the rental unit and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on April 27, 2017 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord submitted to the Residential Tenancy Branch on May 02, 2017 were sent to each Tenant, via registered mail, at the service address noted on the Application. The Landlord submitted Canada Post documentation that corroborates this statement. The Agent for the Landlord stated that the service address was provided to the Landlord by the female Tenant on the last day of the tenancy. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however neither Tenant appeared at the hearing.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit?

Background and Evidence

The Agent for the Landlord stated that the tenancy began on April 01, 2016 and it ended on March 31, 2017.

The Landlord is seeking compensation, in the amount of \$262.50, for cleaning the carpet and \$1,539.28 for replacing the carpet. The Agent for the Landlord stated that the Landlord attempted to clean the carpet but was unable to remove the staining that occurred during the tenancy, so the carpets needed to be replaced. The Landlord submitted photographs of the carpet, which the Agent for the Landlord stated demonstrates the damage that occurred during the tenancy. The Landlord submitted invoices to show that the Landlord incurred these expenses. The Agent for the Landlord stated that the carpets were installed sometime in 2012.

The Landlord is seeking compensation, in the amount of \$1,823.70, for replacing the kitchen countertop. The Agent for the Landlord stated that the countertop was damaged by standing water during the tenancy. The Landlord submitted photographs of the countertop, which the Agent for the Landlord stated depicts the damage that occurred during the tenancy. The Landlord submitted invoices to show that the Landlord incurred these expenses. The Agent for the Landlord stated that the countertop was approximately 20 years old.

The Landlord is seeking compensation, in the amount of \$212.80, for replacing three window screens. The Agent for the Landlord stated that the screens went missing during the tenancy. The Landlord submitted invoices to show that the Landlord incurred these expenses.

The Landlord is seeking compensation, in the amount of \$360.00, for cleaning the interior and exterior of the rental property. The Agent for the Landlord stated that the interior of the unit required cleaning and that personal property left in the yard had to be removed. The Landlord submitted photographs that corroborate this claim and invoices to show that the Landlord incurred these expenses.

The Landlord is seeking compensation, in the amount of \$401.51, for replacing blinds that were damaged during the tenancy. The Landlord submitted photographs of the blinds, which the Agent for the Landlord stated depicts the damage that occurred during the tenancy. The Landlord submitted invoices to show that the Landlord incurred these expenses. The Agent for the Landlord stated that the blinds were new in 2015.

The Landlord is seeking compensation, in the amount of \$300.00, for repairing drywall that was damaged during the tenancy. The Landlord submitted photographs of the blinds, which the Agent for the Landlord stated depicts the damage that occurred during the tenancy. The Landlord submitted an invoice to show that the Landlord incurred these expenses.

The Landlord is seeking compensation, in the amount of \$1,200.00, for replacing kitchen cabinets. The Agent for the Landlord stated that the cabinets were damaged by standing water during the tenancy. The Landlord submitted photographs of the cabinet, which the Agent for the Landlord stated depicts the damage that occurred during the tenancy. The Landlord submitted an invoice to show that the Landlord incurred this expense. The Agent for the Landlord stated that the cabinet was approximately 20 years old.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the undisputed evidence I find that the Tenants failed to comply with section 37(2) of the *Act* when the Tenants failed to leave the carpets in the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the cost of cleaning the carpets, in the amount of \$262.50. I also find that the Landlord is entitled to the cost of replacing the carpets, after she determined they could not be cleaned properly.

Claims for compensation related to damage to the rental unit are meant to compensate the injured party for their actual loss. In the case of fixtures in a rental unit, a claim for damage and loss is based on the depreciated value of the fixture and not based on the replacement cost. This is to reflect the useful life of fixtures, such as carpets and countertops, which are depreciating all the time through normal wear and tear.

The Residential Tenancy Policy Guidelines show that the life expectancy of carpet is ten years. The evidence shows that the carpet was new in 2012 and was, therefore approximately five years old at the end of this tenancy. I therefore find that the carpet had depreciated by 50%, and that the Landlord is entitled to 50% of the cost of replacing the carpet, which in these circumstances is \$769.64.

On the basis of the undisputed evidence I find that the Tenants failed to comply with section 37(2) of the *Act* when the Tenants failed to repair the countertops that were damaged during the tenancy.

The Residential Tenancy Policy Guidelines show that the life expectancy of countertops in countertops is 25 years. The evidence shows that the countertops were approximately 20 years old at the end of the tenancy. I therefore find that the countertops had depreciated by 80%, and that the Landlord is entitled to 20% of the claim for replacing them, which in these circumstances is \$364.74.

On the basis of the undisputed evidence I find that the Tenants failed to comply with section 37(2) of the *Act* when the Tenants failed to leave all the window screens in the unit at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the cost of replacing three window screens, in the amount of \$212.80.

On the basis of the undisputed evidence I find that the Tenants failed to comply with section 37(2) of the *Act* when the Tenants failed to leave the property in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the cost of cleaning the property, in the amount of \$360.00.

On the basis of the undisputed evidence I find that the Tenants failed to comply with section 37(2) of the *Act* when the Tenants failed to repair the blinds that were damaged during the tenancy. The Residential Tenancy Policy Guidelines show that the life expectancy of window coverings is ten years. The evidence shows that the blinds were new in 2012 and were therefore approximately five years old at the end of this tenancy. I therefore find that the blinds had depreciated by 50%, and that the Landlord is entitled to 50% of the cost of replacing them, which in these circumstances is \$200.75.

On the basis of the undisputed evidence I find that the Tenants failed to comply with section 37(2) of the *Act* when the Tenants failed to repair the drywall that was damaged during the tenancy. I therefore find that the Landlord is entitled to compensation for the cost of repairing the damage, in the amount of \$300.00.

On the basis of the undisputed evidence I find that the Tenants failed to comply with section 37(2) of the *Act* when the Tenants failed to repair the kitchen cabinet that was damaged during the tenancy.

The Residential Tenancy Policy Guidelines show that the life expectancy of cabinets is 25 years. The evidence shows that the cabinets were approximately 20 years old at the

end of the tenancy. I therefore find that the cabinets had depreciated by 80%, and that the Landlord is entitled to 20% of the claim for replacing them, which in these circumstances is \$240.00.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$2,810.43, which includes \$1,032.14 for cleaning/replacing the carpet; \$364.74 for replacing the countertops; \$212.80 for replacing window screens; \$360.00 for cleaning; \$200.75 for replacing the blinds; \$300.00 for repairing drywall; \$240.00 for repairing cabinets; and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution.

Based on these determinations I grant the Landlord a monetary Order for 2,810.43. In the event the Tenants do not voluntarily comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: September 19, 2017

Residential Tenancy Branch