



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNSD MNDC FF SS

### Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution. The participatory hearing was held, by teleconference, on January 23, 2018. The Landlords applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit and for damage or loss under the Act;
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- an order to be allowed to serve documents or evidence in a different way than required by the Act pursuant to section 71; and,
- to recover the cost of the filing fee.

The Landlords had an agent, K.C. attend the hearing on their behalf (referred to as the Landlord). The Tenant did not attend the hearing.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Matters

The Landlord applied for, and on July 27, 2017, was granted an order for substituted service as part of this proceeding. This order allowed the Landlord to serve the Tenant via email with this Notice of Hearing, application, and all evidence. At the hearing, the Landlord stated that they served the Tenant with the Notice of Hearing, and all evidence via email, to the address indicated on the substituted service decision. I am satisfied the

Landlord has sufficiently served the Tenant with all of these documents, as per the substituted service decision from July 27, 2017.

### Issues to be Decided

- Is the Landlord entitled to compensation for damage to the unit?
- Is the Landlord entitled to recover the cost of the filing fee?
- Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary order requested?

### Background and Evidence

During the hearing, the Landlord testified the following:

They currently hold the Tenant's security deposit of \$637.50. The Tenant moved out of the unit and did the final inspection with the Landlord on July 1, 2017. At that time, the Tenant refused to sign the condition inspection report (provided into evidence), because she did not want to acknowledge the issues the Landlord had identified. Subsequently, the Landlord stated that this condition inspection report was emailed to the Tenant, as this was the only way they knew how to contact her.

The Tenant left the unit in a state of disrepair (very dirty and damaged). As such, the Landlord is requesting compensation for the following items:

#### TV Wall Mounts

The Landlord testified that there were two TV wall mounts in the rental unit at the time the Tenant moved in, as per the condition inspection report, and the Tenant took these when she moved out. They cost \$223.98 to replace.

#### Cleaning Supplies

The Tenant did not clean the unit and the Landlord spent \$18.87 to buy cleaning supplies.

#### Light Bulbs

The Tenant did not replace bulbs that burned out during her tenancy. These cost \$48.49 to replace.

### Painting

The Tenant left many holes in the walls from hanging items, and many stains all over the walls. The rental unit was painted approximately 5 years before the Tenant moved out. The paint cost the Landlord \$54.69.

### Miscellaneous Hardware Store Items

Costs to repair and refinish a broken shelf, replace a window screen destroyed by the Tenant's cat, and additional cleaning supplies. These costs total \$143.19.

The Landlord also included some costs to replace and refinish a damaged kick-plate in kitchen, plus more light bulbs not replaced during the tenancy. These costs were \$52.03.

The Landlord also included some costs to buy a new piece of lumber to fix excessive water damage caused by Tenant near the shower. This cost was \$2.81.

### Cupboard Door

The Tenant put a hole in the door of the cupboard which was not repairable. The inside panel of this cabinet door required replacement, and cost \$110.60.

### Maid Service

Due to excessive cat hair, cat vomit stains, cat urine smell, general stains on all surfaces, nail polish spills, and the fact that no cleaning had been done in a very long time, the Landlord hired a maid service to help restore the rental unit. This cost was \$862.50 for 34.5 hours. This service was provided by "Mommy Maid".

### Carpet Replacement

The carpet in both bedrooms required replacing because of all the nail polish stains, and cat urine/vomit stains. The Landlord stated the carpet is around 8 years old. The carpet replacement cost was \$1,059.99.

### Fob Replacement

The Tenant returned a broken garage door fob, so the Landlord had to replace this item at a cost of \$75.00.

### Analysis

Based on all of the above, the evidence (move out inspection and invoices) and the testimony provided at the hearing, I find as follows:

#### TV Wall Mounts

Since these two items were present at the start of the tenancy, and the Tenant took them, I find the Landlord is entitled to \$223.98, which was the cost to replace them.

#### Cleaning Supplies

The Tenant did not clean the unit and the Landlord spent \$18.87 to buy cleaning supplies. I find the Landlord is entitled to this amount.

#### Light Bulbs

Pursuant to Residential Tenancy Policy Guideline #1, the Tenant is responsible for replacing light bulbs that burn out during their tenancy. In this case, the Landlord stated that the Tenant did not replace bulbs that burned out during her tenancy. These cost \$48.49 to replace and I find the Landlord is entitled to this amount.

#### Painting

Given that the rental unit was painted around 5 years prior, I find the painted walls were past their useful life expectancy. Pursuant to Residential Tenancy Policy Guideline #40, the useful life of painted interior walls is 4 years. As such, I find the Landlord is not entitled to compensation for this amount (\$54.69.)

#### Miscellaneous Hardware Store Items

Given the state of disrepair the Tenant left the rental unit in, the Landlord had to repair and refinish a broken shelf, replace a window screen destroyed by the Tenant's cat, replace and refinish damaged kick-plate in kitchen, and buy a few more light bulbs not replaced during the tenancy.

The Landlord referred to a few different invoices from Rona for these costs. The amounts were: \$143.19, \$52.03 and \$2.81. I find the Landlord is entitled to compensation for these amounts. I find it more likely than not that these items were caused by negligence above and beyond normal wear and tear.

#### Cupboard Door

The Tenant put a hole in the door of the cupboard which was not repairable, so the Landlord had to replace the door panel. I find the Landlord is entitled to compensation for this (\$110.60) because it was caused by negligent acts and is beyond normal wear and tear.

#### Maid Service

Due to excessive cat hair, cat vomit stains, cat urine smell, general stains on all surfaces, nail polish spills, and the fact that no cleaning had been done in a very long time, I find the Landlord is entitled to compensation for professional cleaning costs incurred (\$862.50 for 34.5 hours).

#### Carpet Replacement

I have considered that the carpet was heavily stained and damaged by the Tenant and that it required replacement largely as a result of negligence. However, I turn to Residential Tenancy Policy Guideline #40, which states that the useful life expectancy for interior carpets is only 10 years. I note the Landlord stated that the carpets are about 8 years old. As such, I find the Landlord is only entitled to 20% of the cost of the carpet replacement ( $\$1,059.99 \times 20\% = \$211.99$ )

#### Fob Replacement

The Tenant returned a broken garage door fob, so the Landlord had to replace this item at a cost of \$75.00 and I find the Landlord is entitled to recovery of this amount.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with his application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make

application for dispute resolution. Also, I authorize the Landlord to retain the security deposit to offset the other money owed.

In summary, I find the Landlord is entitled to the following monetary order:

<b>Item</b>	<b>Amount</b>
TV Wall Mounts	\$223.98
Cleaning Supplies	\$18.87
Light Bulbs	\$48.49
Miscellaneous Hardware Items	\$198.03
Cupboard Door	\$110.60
Maid Service	\$862.50
Carpet Replacement	\$211.99
Fob Replacement	\$75.00
PLUS: Filing Fee	\$100.00
Subtotal:	\$1,849.46
LESS: Security Deposit	\$637.50
<b>Total Amount</b>	<b>\$1,211.96</b>

### Conclusion

The Landlord is granted a monetary order in the amount of **\$1,211.96**, as specified above. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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 *Residential Tenancy Act*.

Dated: January 26, 2018

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Residential Tenancy Branch