



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damages to the unit - Section 67;
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail on September 12, 2017 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenant is deemed to have received the Materials on September 17, 2017. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy started on October 1, 2015 and ended on August 31, 2017. Rent of \$1,095.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$542.50 as a security deposit. The Parties mutually conducted both a move-in and move-out inspection with condition reports copied to the Tenant. The Tenant provided its forwarding address on July 31, 2017 with its notice to end tenancy.

The Landlord states that the Tenant left the unit unclean and claims \$288.00 for the costs of cleaning. The Landlord provides an invoice for this amount that sets out the cleaning tasks done and includes \$48.00 as the costs of cleaning supplies. The Landlord states that this is an automatic added amount that is based on a charge of 20% of the cleaning costs. The Landlord provides photos of the unit.

The Landlord states that the Tenant left the blinds in the living room and bedroom damaged. The Landlord claims \$194.83 for the material costs. The Landlord also claims \$40.00 for the labour to install the blinds. The Landlord provides photos of the blinds. The Landlord states that it has no idea of the age of the blinds.

The Landlord states that the Tenant left the walls damaged with stains and large screw holes. The Landlord states that the walls were last painted in September 2015. The Landlord claims \$87.50 for the cost of labour and \$30.62 for the costs of paint supplies to cover only the areas that were damaged by either stains or holes. The Landlord provides an invoice for each. The Landlord provides photos of the walls. The Landlord also claims \$40.00 for the cost of patching the holes on the walls.

The Landlord states that the Tenant left the sliding balcony door latch damaged and claims \$76.15 for its replacement. The Landlord states that the door latch is original to the building that is approximately 30 years old.

The Landlord states that the Tenant left garbage including large items and provides photos. The Landlord claims \$152.25 for the costs to remove one load and provides an invoice. The Landlord provides photos of the items left behind.

The Landlord states that approximately 6 months prior to the end of the tenancy the Tenant was provided with a new garburator. The Landlord states that at the end of the tenancy the garburator and pipes were found to have several cracks. The Landlord states that it is believed that the Tenant tampered with the garburator and in the process caused the damage. The Landlord states that the Tenant never reported any issues with the new garburator. The Landlord claims \$119.99 as the replacement cost of the garburator, \$14.50 as the replacement cost of the pipes and \$80.00 for the cost of labour on these items. The Landlord provides invoices for the costs claimed.

#### Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that costs for the damage or loss have been incurred or established.

Given the photos I find on a balance of probabilities that the Tenant failed to leave the unit reasonably clean, including dirty walls. Given the lack of evidence of having incurred the costs estimated for the cleaning supplies and noting that they appear excessive I find that the Landlord has not substantiated that these costs claimed were incurred and I dismiss the \$48.00 claim for supplies. The Landlord is otherwise entitled to the remaining amount of **\$240.00**.

Policy Guideline #40 provides that the useful life of blinds is 10 years. Given the photos of the blinds that appear quite aged and considering the Landlord's vague evidence of the actual age I find that the blinds are aged, well beyond their useful life and have no value. I find therefore that the Landlord has not substantiated a loss and I dismiss the claim for the replacement blinds and the labour costs for their installation.

Given the Landlord's undisputed evidence of the age of the paint on the walls and considering the supporting photo evidence of damage along with the invoices for the labour and supplies to patch and paint the damages areas I find that the Landlord has substantiated its claim for **\$158.12** (\$87.50 + 30.62 + \$40.00).

Policy Guideline #40 provides that the useful life of door locks is 20 years. Given the age of the latching mechanism I find that there was no longer any value left to the latch and that the Landlord therefore suffered no loss. I dismiss the claim for the latch replacement.

Given the photos and invoice I find that the Landlord has substantiated the reasonable costs to haul away the items left behind by the Tenant in the amount of **\$152.25**.

Given the invoices and the Landlord's evidence of damage to the pipes and garburator by the Tenant I find that the Landlord has substantiated an entitlement to **\$214.49** (\$119.99 + 14.50 + 80.00).

As the Landlord's application has met with substantial success I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$864.86**. Deducting the security deposit plus zero interest of **\$547.50** from the entitlement leaves **\$317.36** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$547.50 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$317.36**. If necessary, this order may be filed in the 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 *Residential Tenancy Act*.

Dated: March 28, 2018

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Residential Tenancy Branch