



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding Coldwell Banker Prestige Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR; MNDC; MNSD; FF

Introduction

This is the Landlord's Application for Dispute Resolution seeking a monetary award for unpaid rent, damages and compensation for damage or loss under the Act, regulation or tenancy agreement; to apply the security deposit towards its monetary award; and to recover the cost of the filing fee from the Tenants.

This matter was scheduled to be heard on June 14, 2018, at 1:00 p.m. The Tenants did not attend this Hearing, although I left the teleconference hearing connection open until 1:25 p.m. in order to enable the Tenants to attend. The Landlord's agent attended the hearing and gave affirmed testimony.

I confirmed that the correct date, time, call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord's agent and I were the only ones who had called into this teleconference.

The Landlord's agent gave affirmed testimony. He testified that on November 26, 2017, he mailed the Notice of Hearing documents and copies of the Landlord's documentary evidence to each of the Tenants, via registered mail, to the forwarding address the Tenants provided to him on November 3, 2017. The Landlord provided the tracking numbers for both of the registered packages. I am satisfied that both of the Tenants were duly served with the Notice of Hearing documents and documentary evidence.

Issue(s) to be Decided

Is the Landlord entitled to a monetary award for liquidated damages; damages to the rental unit above reasonable wear and tear; the cost of cleaning the rental unit; and unpaid rent? If so, may the Landlord apply the security deposit towards its monetary award?

Background and Evidence

This tenancy began on May 1, 2016. The tenancy agreement is a two year lease, ending on April 30, 2018. Monthly rent was \$3,800.00, due on the first day of each month. The Landlord is holding a security deposit in the amount of \$1,900.00.

The Landlord's agent testified that the Tenants moved out of the rental unit without notice and in contravention of the lease. He stated that the Tenants gave the Landlord a letter on November 3, 2017, saying that they had left the rental unit.

The Landlord's agent testified that the rental unit had been freshly painted just before the tenancy began and that the Tenants marked up the walls, which required repair and repainting. In addition, the rental unit was not left in a reasonably clean state at the end of the tenancy.

The Landlord's agent stated that the Tenants did not pay rent when it was due on November 1, 2017.

The Landlord provided a copy of an estimate for the cost of repairing the walls. The Landlord seeks a monetary award, calculated as follows:

<i>For</i>	<i>Amount</i>
Repairing the walls	\$1,050.00
Cleaning	\$200.00
Liquidated Damages	\$1,900.00
Rent for Nov 2017	\$3,800.00
Application fee	\$100.00

The Landlord also provided a copy of the Condition Inspection Report. The Landlord's agent testified that the Tenants' daughter attended at the inspection but declined to sign the Report. Photographs of the rental unit were also included in his evidence package.

Analysis

Based on the Landlord's agent's undisputed affirmed oral testimony and the documentary evidence provided, I find that the Landlord is entitled to unpaid rent for the month of November, 2017, in the amount of \$3,800.00. There is a clause in the tenancy agreement for liquidated damages and I allow this portion of the Landlord's claim, in the amount of \$1,900.00.

With respect to the cleaning portion of the Landlord's claim, I find that the Landlord did not provide sufficient evidence of the cost of cleaning (for example, the number of hours spent and the hourly rate requested or a copy of a cleaning invoice). However, based on the photographs, I find that some cleaning was required and I allow this portion of the Landlord's claim in the amount of \$60.00 (3 hours at \$20.00 per hour).

I accept the Landlord's evidence that the walls required repair and repainting. The Residential Tenancy Branch's Policy Guidelines provide that the useful life of indoor paint is 4 years. The paint was approximately 1.5 years old and therefore I allow this portion of the Landlord's claim, calculated as follows:

$$\$1,050.00 \times 2.5 / 4 \text{ years} = \$656.25$$

The Landlord's Application had merit and I find that it is entitled to recover the cost of the \$100.00 filing fee.

The Landlord may apply the security deposit towards its monetary award. I hereby provide the Landlord with a Monetary Order, calculated as follows:

Unpaid rent for November, 2017	\$3,800.00	
Liquidated damages	\$1,900.00	
Cleaning		\$60.00
Repairing and painting walls	\$656.25	
Recovery of the filing fee		\$100.00
Less set off of security deposit	<u><\$1,900.00></u>	
TOTAL	\$4,616.25	

Conclusion

The Landlord is hereby provided with a Monetary Order in the amount of **\$4,616.25** for service upon the Tenants. This Order may be enforced in the Provincial Court of British Columbia (Small Claims Division).

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 27, 2018

Residential Tenancy Branch