



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND MNDC FF

Introduction:

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 11:10 a.m. in order to hear the landlord and to enable the tenant to call into this teleconference hearing scheduled for 10:30 a.m. on July 10, 2018. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony/affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord said they served the Application for Dispute Resolution on the tenant by multiple methods including registered mail which was not returned. I find the documents were legally served pursuant to section 89 of the Act for the purposes of this hearing. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to 46 for unpaid rent and utilities and pursuant to sections 7, and 67 for damage; 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 February 1, 2016, that monthly rent was \$1500 and a security deposit of \$750 was paid.

The tenant vacated on May 2, 2018 and he returned her security deposit due to her financial need to get a new home. The landlord said that the tenant did not pay rent of \$1500 and utilities of \$1000 and requests a monetary order for this amount.

The landlord said the hardwood floors were new at move-in, walls were painted and carpet was professionally cleaned. He said at move-out, he was shocked at the condition. The tenant had pets and had a litter of puppies in a bedroom. This resulted in much damage to floors. There was animal feces and stains on the carpet and hardwood floor and scratches on the new floor also. The landlord supplied a move-in and move-out condition inspection report and many photographs as evidence of the damage. The landlord claims as follows:

\$500: garbage disposal

\$600: cleaning fees especially of bathrooms and kitchen

\$450: replace 3 doors (5-10 years old) chewed by dogs.

\$400: to clean carpet and then remove it due to deep stains

\$1500: to replace the damaged hardwood floor (new at move-in)

\$1000: to repaint walls soiled and damaged by pets and heaters (new at move-in)

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

Monetary Order

I find that there are rental and utility arrears in the amount of \$2500.

Awards for compensation for damages 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 damage, that much of it was caused by dogs, that the damage was beyond reasonable wear and tear and the he incurred costs to cure the damage.

I find the amount of damage and cost to repair is well supported by statements, photographs and some invoices and the tenant has not disputed the claim. Section 37 of the Act requires a tenant to leave the unit reasonably clean and undamaged except for reasonable wear and tear. I find the weight of the evidence is that the tenant breached this section of the Act by leaving the unit damaged and dirty. I find the landlord entitled to recover \$500 for garbage disposal, \$600 for cleaning and \$400 to clean and then remove the much stained carpet. I find the condition inspection reports note many rooms were dirty and had garbage left. The photographs in evidence also illustrate this.

Residential Policy Guideline #40 assigns a useful life to elements in rented premises. This is designed to account for reasonable wear and tear for which the tenant is not responsible. I find doors are assigned a useful life of 15 years. As the landlord testified the replaced doors may have been 10 years old, I find the landlord entitled to recover 33% of the cost of new doors or \$150. Paint is assigned a useful life of 4 years (48 months) in the Guidelines. I find when the tenant left, the paint was 26 months old so I find the landlord entitled to recover 45% of the cost of repainting or \$458 to compensate for the 22 months of remaining useful life of the paint. I find hardwood floors are assigned a useful life of 20 years (240 months) in the Guideline; therefore I find the landlord entitled to recover compensation for 214 months of useful life remaining in the hardwood floor ($89\% \times \$1500 = \1337.50). I find the weight of the evidence supports the landlord's oral testimony that these items were damaged beyond reasonable wear and tear as calculated.

Conclusion:

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

Calculation of Monetary Award:

Unpaid rent and utilities	2500.00
Garbage disposal and cleaning	1100.00
Cost to clean and remove dirty carpet	400.00
Allowed for door replacement	150.00
Allowed for re-painting	458.00
Allowed for floor replacement	1337.50
Filing fee	100.00
Total Monetary Order to Landlord	6045.50

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: July 10, 2018

Residential Tenancy Branch