



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNDCL-S, FFL

Introduction

This hearing was convened as a result of the landlords' Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act") for a monetary order for damages to the unit, site or property, to retain the tenant's security deposit, for money owed for compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

An agent for the landlord KM ("agent") attended the teleconference hearing and gave affirmed testimony. During the hearing the agent was given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding ("Notice of Hearing"), application and documentary evidence were considered. The agent testified that the Notice of Hearing and application were served on the tenant by registered mail with signature required on January 7, 2019, and that the mail was addressed to the tenant at the forwarding address provided by the tenant on the outgoing Condition Inspection Report ("CIR"). The registered mail tracking number has been included on the cover page of this decision for ease of reference. According to the online registered mail tracking website the registered mail package was signed for and accepted by the tenant on January 11, 2019. As a result, I find the tenant was served with the Notice of Hearing, application and documentary evidence on January 11, 2019, which is the date the tenant signed for and accepted the registered mail package. Therefore, the hearing continued without the tenant present and as such, I consider this application to be unopposed by the tenant.

Preliminary and Procedural Matter

The landlords included an email address for both landlords and their agent and the tenant which were confirmed by the agent during the hearing. The agent also confirmed their understanding that the decision would be emailed to all parties and that any applicable orders would be emailed to the appropriate party.

Issues to be Decided

- Are the landlords entitled to a monetary order under the *Act*, and if so, in what amount?
- What should happen to the tenant's security deposit under the *Act*?
- Are the landlords entitled to the recovery of the cost of the filing fee under the *Act*?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. The tenancy began on October 26, 2017 and ended on December 1, 2018, when the tenant vacated the rental unit. The tenant paid a security deposit of \$1,400.00, which the landlords continue to hold.

The landlords are claiming a total of \$2,028.85 which is comprised as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Telus – basketball package requested by tenant at their cost	\$94.50
2. Carpet re-stretching	\$250.00
3. Carpet cleaning	\$367.50
4. Apartment cleaning	\$204.75
5. Missing throw pillows	\$89.60
6. Paint touch up	\$472.50
7. Missing throw/blanket	\$50.00
8. Repair to blinds	\$400.00
9. Filing fee	\$100.00
TOTAL	\$2,028.85

Regarding item 1, the landlords have claimed \$94.50, as the tenant failed to pay the landlords for the tenant's request to add a basketball cable package on at the tenant's expense. The agent referred to an email submitted in evidence in which the tenant confirms that they are requesting the landlords to have the basketball package added and that the tenant will pay for the cost.

Regarding item 2, the landlords have claimed \$250.00 for the cost to re-stretch the carpet. The agent referred to a receipt in the amount of \$250.00 and several colour photos in support that the rental unit carpets were in need of re-stretching after the tenant vacated the rental unit. The agent referred to the incoming and outgoing CIR to support that the carpets were in good condition at the start of the tenancy and required re-stretching after the tenant vacated the rental unit.

Regarding item 3, the landlords have claimed \$367.50 for the cost to clean the rental unit carpets, which the agent stated were not cleaned before the tenant vacated the rental unit. The agent also referred to a receipt in the amount claimed for carpet cleaning in support of this portion of the landlords' claim. The agent also referred to colour photos, which the agent stated show a dirty carpet in need of cleaning.

Regarding item 4, the landlords have claimed \$204.75 to clean the rental unit, which is supported by a receipt in the same amount. The agent referred to several colour photos, which the agent stated show a rental unit that was not cleaned by the tenant before the tenant vacated the rental unit and was left in a dirty condition.

Regarding items 5 and 7, the agent withdrew these items during the hearing as the agent confirmed that there was no inventory for the furnished rental unit and as a result, items 5 and 7 will not be considered further in this decision.

Regarding item 6, the landlords have claimed \$472.50 for the cost to do touch-up painting in the rental unit. The agent stated that the rental unit paint was three years old. The agent referred to the receipt submitted in the amount of \$472.50 and many colour photos to show the areas that were touched up as a result of what the agent described was damage by blinds from leaving windows open, which caused the blinds to swing and damage the walls.

Regarding item 8, the landlords have claimed \$400.00 to repair damage blinds in the rental unit. The agent presented a receipt for \$400.00 and referred to the incoming and outgoing CIR in support that the blinds were in good condition at the start of the tenancy and damaged at the end of the tenancy.

Regarding item 9, the landlords are seeking the filing fee of \$100.00, which I will address later in this decision.

Analysis

Based on the undisputed documentary evidence before me and the undisputed testimony of the agent provided during the hearing, and on the balance of probabilities, I find the following.

As I have accepted that the tenant was served with the Notice of Hearing, application and documentary evidence and did not attend the hearing, I consider this matter to be unopposed by the tenant. As a result, I find the landlord's application is fully successful except for items 5 and 7, which were withdrawn and regarding item 6, which I will deal with below.

Item 6 – Residential Tenancy Branch Policy Guideline 40 states that the useful life of interior paint is 4 years. As a result, while I find the tenant damaged the paint beyond reasonable wear and tear which is a breach of section 37 of the *Act*, I find that item 6 has depreciated by 75% due to the interior paint being three years old. Therefore, after deducting 75% of \$472.50 for item 6, I find the landlords have met the burden of proof in the amount of \$118.13. I grant the landlords the amount of **\$118.13** accordingly for item 6.

I find the evidence before me supports the landlords' claim and are reasonable. I also find that the tenant breached section 37 of the *Act*, which requires the tenant to leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. I find the tenant failed to leave the rental unit reasonably clean and damaged the areas claimed by the landlord beyond reasonable wear and tear.

As the landlords' claim had merit, I grant the landlords the recovery of the cost of the filing fee in the amount of **\$100.00** pursuant to section 72 of the *Act*.

Based on the above, I find the landlords have met the burden of proof in proving a monetary claim as follows:

ITEM DESCRIPTION	AMOUNT AWARDED
1. Telus – basketball package requested by tenant at their	\$94.50

cost	
2. Carpet re-stretching	\$250.00
3. Carpet cleaning	\$367.50
4. Apartment cleaning	\$204.75
5. Missing throw pillows	withdrawn
6. Paint touch up	\$118.13
7. Missing throw/blanket	withdrawn
8. Repair to blinds	\$400.00
9. Filing fee	\$100.00
TOTAL	\$1,534.88

As the landlords continue to hold the tenant's \$1,400.00 security deposit and pursuant to sections 38 and 72 of the *Act*, I authorize the landlords to retain the tenant's full security deposit of \$1,400.00, which has accrued \$0.00 in interest, in partial satisfaction of the landlords' monetary claim. I grant the landlords a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenant to the landlords in the amount of **\$134.88**.

I caution the tenant to comply with section 37 of the *Act* in the future.

Conclusion

The landlords' application is mostly successful.

The landlords have been authorized to retain the tenant's full security deposit of \$1,400.00, including \$0.00 in interest, in partial satisfaction of the landlords' monetary claim. The landlords have been granted a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenant to the landlords in the amount of \$134.88. Should the landlords decide to enforce the monetary order, the landlords must first serve the tenant with the monetary order and then may enforce the monetary order in the Provincial Court (Small Claims Division).

This decision will be emailed to both parties. The monetary order will be emailed to the landlords for service on the tenant.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: May 15, 2019