



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUNNYLAND
INVESTMENT and [tenant name suppressed to
protect privacy]

DECISION

Dispute Codes: FFL MNDL MNDCL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for:

- a monetary order for money owed or compensation monetary loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:40 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 p.m. The landlord's agent, WW, attended the hearing and was given a full opportunity to be heard, to present sworn 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. During the hearing, I also confirmed from the online teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord's agent testified that the tenant was served with the landlord's application for dispute resolution hearing package and evidence by way of registered mail. The landlord provided the tracking information in their evidentiary materials, and well as confirmation of delivery on May 18, 2019. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant deemed served with the landlord's application and evidence.

Issue(s) to be Decided

Is the landlord entitled to compensation for losses or damage to the rental unit?

Is the landlord entitled to recover the filing fee from the tenant for this application?

Background and Evidence

This fixed-term tenancy began on May 1, 2018, and was to end on April 30, 2019. Monthly rent was set at \$1,450.00, payable on the first of every month. The tenant moved out on February 28, 2019, and the landlord was able to re-rent the unit for March, 1, 2019. The landlord confirmed in the hearing that the security deposit as well as the pet damage deposit of \$725.00 each deposit were both returned to the tenant.

The landlord provided the following list of damages for their monetary claim:

Item	Amount
Replacement of damaged bathroom countertop	\$600.00
Replacement of damaged bathroom door	300.00
Wall repairs	250.00
Missing lightbulb	10.00
Cleaning	315.00
Emergency Locksmith Charge	177.45
Total Monetary Order Requested	\$1,652.45

The landlord's agent testified that the tenant failed to leave the rental unit in reasonably clean and undamaged condition. The landlord provided invoices, photos, and inspection reports in support of their claim. The landlord acknowledged that the rental unit was built in 1968, and could not confirm whether any updates or renovations have been completed. The condition of the bathroom countertop and door were indicated as "fair" at the beginning of the tenancy on the move-in inspection report. The landlord testified that the tenant failed to attend the move-out inspection, and did not return the keys until at least a week later. The landlord had to hire a locksmith on an emergency basis as new tenants were moving in the next day.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

Section 37(2)(a) of the *Act* stipulates 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. I find that the landlord provided sufficient evidence to show that the tenants did not take reasonable care and attention when vacating the suite. I find that the landlord had complied with sections 23 and 35 of the *Act* by performing condition inspection reports for both the move-in and move-out. I also find that the landlord supported their claims with invoices and photos. Accordingly, I find the landlord is entitled to compensation for these damages and losses.

Section 40 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the countertop. As per this policy, the useful life of a countertop is 25 years. As the building was built in 1968, and as the landlord did not provide any evidence to support that the countertops have been replaced since that date, I find that the countertop had exceeded its useful life. Accordingly, I dismiss the landlord's monetary claim for replacement of the countertop.

As per this policy, the useful life of a door is 20 years. As the building was built in 1968, and as the landlord did not provide any evidence to support that the door has been replaced since that date, I find that the door had exceeded its useful life. Accordingly, I dismiss the landlord's monetary claim for replacement of the door.

As I am satisfied that the landlord had suffered the other losses claimed due to the tenant's failure to comply with the *Act*, I allow the remaining portion of the landlord's monetary claim for cleaning, wall repairs, and the cost of the emergency locksmith.

I find that the landlord's Application has merit and that the landlord is entitled to recover the fee for filing this Application.

Conclusion

I issue a monetary Order in the amount of \$752.45 in the landlord's favour for losses associated with this tenancy as set out in the table below.

Item	Amount
Wall repairs	\$250.00
Missing lightbulb	10.00
Cleaning	315.00
Emergency Locksmith Charge	177.45
Total Monetary Order Requested	\$752.45

The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

I dismiss the remaining portion of the landlord's application without leave to reapply.

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: August 19, 2019

Residential Tenancy Branch