



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL MNDL-S

Introduction

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

- a monetary order money owed or compensation for loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant 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 agents, VS and SB, attended the hearing and were 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's agents and I were the only ones who had called into this teleconference.

The landlord was granted a substituted service order on August 1, 2019, which allowed the landlord to serve the tenant by email. The landlord provided proof of service in their evidentiary materials to support that the landlord sent the tenant an email on August 1, 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 on August 6, 2019, 5 days after the email was sent to the tenant.

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 month-to-month tenancy began December 1, 2018, and ended on July 20, 2019. Monthly rent was set at \$2,765.00, payable on the first of the month. The landlord collected a security deposit in the amount of \$1,382.50, plus a pet damage deposit in the amount of \$400.00, which the landlord still holds.

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

Item	Amount
Cost of Painting	\$735.00
Cost of Cleaning	472.50
Cost of Toilet Replacement	1,528.57
Total Monetary Order Requested	\$2,736.07

The landlord's agents testified that the tenant abandoned the rental unit and failed to leave the rental unit in reasonably clean and undamaged condition. The landlord referenced a previous direct request decision dated July 25, 2019 where the landlord was granted an Order of Possession for unpaid rent, as well as a Monetary Order for the unpaid rent for July 2019, and the filing fee. The landlord provided invoices, photos, and inspection reports in support of their claim. The landlord testified that the tenant had dropped something into the toilet, damaging it. The landlord submitted a copy of the invoice for replacement of the damage toilet. The inspection report provided by the landlord indicates that the furnishings were brand new at the beginning of the tenancy in December 2000.

Analysis

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 tenant 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 toilet. As per this policy, the useful life of toilet is 20 years. The toilet was new at the time the tenant moved in and therefore at the end of the tenancy had approximately 19 years and 4 months of useful life left. Accordingly, I find that the landlord is entitled to \$1,477.34 ($\$1,528.57/240 \times 232$), which is the approximate prorated value of the remainder of the useful life of the toilet.

I find that the landlord supported their losses for the cost of painting and cleaning, and accordingly, I allow the landlord a monetary order for the cost of these two items.

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

In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain the tenant's security and pet damage deposits plus applicable interest in partial satisfaction of the monetary claim. Over the period of this tenancy, no interest is payable on the security deposit.

Conclusion

I issue a Monetary Order in the amount of \$1,002.34 in the landlord's favour under the following terms which allows a monetary award for damage and losses caused by the tenant. The landlord is also authorized to recover \$100.00 for the filing fee.

Item	Amount
Cost of Painting	\$735.00
Cost of Cleaning	472.50
Cost of Toilet Replacement	1,477.34
Filing Fee	100.00
Less Security & Pet Damage Deposit Held by Landlord	-1,782.50
Total Monetary Order	\$1,002.34

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 tenant 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.

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: November 20, 2019

Residential Tenancy Branch