



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MND, MNR, MNSD, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for unpaid rent, for the cost of garbage removal cleaning and painting, and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, for the cost of garbage removal, cleaning and painting, and for the recovery of the filing fee?

Background and Evidence

The tenancy started on November 15, 2012 and ended on April 15, 2013, pursuant to a notice to end tenancy for non payment of rent. The monthly rent was \$1,900.00 payable on the first of each month and included utilities.

The landlord stated that at the time the tenant moved out; there was a total of \$5,075.00 in outstanding unpaid rent. The tenant agreed that he owed the landlord this amount. The tenant did not dispute the landlord's claim for damages. He wanted to make sure that both tenants named on the landlord's application were going to be responsible for the landlord's monetary claim.

The landlord stated that the rental unit was left in a dirty condition that required extensive cleaning and repair. The tenant had not used the curbside garbage removal and had placed garbage accumulated through the tenancy under the stairs outside. The landlord filed photographs that depict huge amounts of garbage strewn all over the rental property. Other photographs filed by the landlord demonstrate the condition of the rental property. The walls are damaged, the carpet is stained, the blinds are broken

and the kitchen appliances are dirty. The landlord also filed receipts for the cost incurred by her to repair and clean the unit.

The landlord is claiming the following:

1.	Carpet replacement	\$2,217.66
2.	Labour to install carpet	\$1,000.00
3.	Replacement of doors (\$308.00) plus labor (\$425.00)	\$733.00
4.	Carpet cleaning	\$183.75
5.	Window repair	\$385.54
6.	Garbage removal (\$400.00) and disposal (\$227.71)	\$627.71
7.	Replace blinds (\$148.99) plus labor (\$100.00)	\$248.99
8.	Replace bulbs	\$12.90
9.	Supplies for repair and clean up	\$280.95
10.	Paint (\$595.48) plus labor (\$1,400.00)	\$1,995.48
11.	Drywall Repair	\$500.00
12.	General cleaning	\$700.00
13.	Unpaid Rent	\$5,075.00
14.	Filing fee	\$100.00
	Total	\$14,060.98

Analysis

The landlord stated that the carpet in the basement and one bedroom were replaced. The carpet in the basement was 10 years old while the carpet in the bedroom was just six months old. 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 carpet.

As per this policy, the useful life of carpets is ten years. Therefore at the end of the tenancy the carpet in the basement had outlived its useful life. However the carpet in the bedroom was only six months old and therefore had 9.5 years of useful life left. The landlord filed receipts showing that the bedroom carpet cost \$300.00. Therefore I award the landlord \$500.00 toward the replacement of the carpet which is an approximate estimation of the value of the useful life left plus labor for installation.

The landlord has claimed a total of \$1,995.48 for painting. The unit was last painted three years ago and touched up just prior to the start of this tenancy. Pursuant to Section 40 of the *Residential Tenancy Policy Guideline*, the useful life of interior paint is four years. Therefore at the end of tenancy, the paint had one year of useful life left. Accordingly I award the landlord 498.87 towards the cost of paint.

The tenant agreed to the amount of rent owed to the landlord and did not dispute the landlord's claims for cleaning and repairs. The landlord has filed adequate evidence to support her claim by way of paid receipts and photographs. Therefore I find that the landlord is entitled to her monetary claim in full except for the carpet and paint.

The landlord has established the following claim:

1.	Carpet replacement	\$300.00
2.	Labour to install carpet	\$200.00
3.	Replacement of doors (\$308.00) plus labor (\$425.00)	\$733.00
4.	Carpet cleaning	\$183.75
5.	Window repair	\$385.54
6.	Garbage removal (\$400.00) and disposal (\$227.71)	\$627.71
7.	Replace blinds (\$148.99) plus labor (\$100.00)	\$248.99
8.	Replace bulbs	\$12.90
9.	Supplies for repair and clean up	\$280.95
10.	Paint (\$595.48) plus labor (\$1,400.00)	\$498.87
11.	Drywall Repair	\$500.00
12.	General cleaning	\$700.00
13.	Unpaid Rent	\$5,075.00
14.	Filing fee	\$100.00
	Total	\$9,846.71

I order that the landlord retain the security deposit and pet deposit of \$1,650.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$8,196.71. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$8,196.71**.

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, 2013

Residential Tenancy Branch