



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD

### Introduction

This hearing dealt with a landlord's application for a Monetary Order for unpaid utilities, garbage removal and damage to the property; as well as authorization to retain the security deposit. The tenant did not appear at the hearing. The landlord produced a witness who testified that he personally served the landlord's hearing documents upon the tenant at his new residence within the time limit for doing so. The landlord also stated that her documentary evidence was sent to the tenant via courier on January 2, 2014 and that she confirmed with the courier that it was delivered and signed for by the tenant's girlfriend living with him at that residence.

I was satisfied the tenant was served with the hearing documents in a manner that complies with the Act and I deemed the tenant to have been sufficiently served with the landlord's evidence package pursuant to section 71 of the Act. As such, I continued to hear from the landlord without the tenant present.

### Issue(s) to be Decided

Has the landlord established an entitlement for compensation for the amounts claimed?  
Is the landlord authorized to retain the security deposit?

### Background and Evidence

The tenancy commenced September 15, 2012 and the tenant paid a security deposit of \$250.00. The tenancy ended August 31, 2013. In addition to paying rent the tenant was responsible for paying for utilities. The hydro account was in the landlord's name so the landlord would present the bills to the tenant and collect payments from him. The parties did not have a written tenancy agreement; however, the landlord provided copies of receipts issued for the payment of rent and hydro by the tenant.

The landlord is seeking to recover \$492.47 for hydro the tenant has not yet paid. The landlord explained that a meter reading was taken near the end of the tenancy and the landlord produced a hydro bill issued on September 6, 2013. The bill is for \$816.97 however, the landlord acknowledged receiving payments from the tenant not reflected on the hydro bill, leaving a the balance of \$492.47 that remains outstanding.

The landlord also requested recovery of the following amounts for damage or loss:

DESCRIPTION	REASON	AMOUNT CLAIMED
Installation of carpet in bedroom	The tenant removed a section of carpeting after the hot water tank leaked without consent. The landlord acquired replacement carpeting at no cost but had to pay to have it installed.	75.00
Cost to rebuilt closet valance (estimated labour + material)	The tenant removed a section of the closet valance adjacent to a roof leak, informing the landlord it was mouldy.	55.00
Garbage removal (estimated labour, truck rental and dump fee)	The tenant left several abandoned possessions.	125.00
Labour to rebuild clothesline	Tenant removed clothesline	25.00

The landlord provided photographs of the residential property in support of the above claims.

### Analysis

Based upon the undisputed evidence before, I provide the following findings and reasons with respect to the landlord's claims against the tenant.

### **Hydro**

I accept that the tenant was required to pay hydro consumed at the residential property during the period of tenancy. I find the landlord has substantiated the amount owed to her by the tenant for hydro by way of the hydro bill dated September 6, 2013 and her statements as to further payments made to her by the tenant. Therefore, I award the landlord the amount requested of \$492.47.

## **Damage**

The Act requires landlords to repair and maintain a residential property except where the tenant is responsible for causing the damage, in which case, the landlord may recover costs to repair the damage from the tenant. The Act provides that normal wear and tear due to the reasonable use and the natural aging process is not considered damage caused by a tenant.

Further, since awards for damage are intended to be restorative, where an item is replaced it is appropriate to reduce the replacement cost by depreciation of the item replaced. Residential Tenancy Policy Guideline 41 provides for the average useful life of many building elements. I have referred to those guidelines in making the following findings.

Carpeting – while I accept that a tenant should not tear carpeting out without the consent of the landlord, when I look at the photograph of the damaged carpeting I find, based on the colour and style of the carpeting, it appears to be very old and well past its useful life of 10 years. Accordingly, I find the old carpeting was in need of replacement despite the tenant's actions. Therefore, I dismiss this portion of the landlord's claim.

Closet – Upon review of the landlord's photographs, I noted that there is a significant area where the ceiling and walls meet that appears to be water damaged. I find it likely the closet valance was mouldy or damaged as a result of the water ingress and the landlord likely would have incurred a cost to remedy the mould or damage had the tenant not removed it. Therefore, I find I am not satisfied the landlord incurred a loss as a result of the tenant's actions and I dismiss this portion of her claim.

Garbage removal – the Act requires a tenant to return vacant possession of a property to the landlord. This includes removal of all of their possessions, including possessions that they no longer want or need, by the end of the tenancy. Where a tenant leaves abandoned possessions at the property after the tenancy has ended the landlord may dispose of them at the tenant's expense (unless the cumulative market value of the possessions exceed \$500.00). I did not see possessions that appear to be valued at over \$500.00 in the photographs presented to me. I find the landlord's claim for garbage removal of \$125.00 to be very reasonable when I observe the quantity of possessions abandoned at the property. Therefore, I award the amount claimed to the landlord.

Clothesline – I accept the landlord's undisputed submission that a clothesline was in place when the tenancy commenced and that it was taken down by the tenant in which case the tenant should have reinstalled it by the end of the tenancy. I find the landlord's

request for \$25.00 for labour to re-install the clothesline to be reasonable and I award this amount to her.

**Security deposit**

I authorize the landlord to retain the security deposit in partial satisfaction of the unpaid utilities and I provide a Monetary Order calculated as follows:

Unpaid utilities	\$ 492.47
Garbage removal	125.00
Clothesline	25.00
Less: security deposit	<u>(250.00)</u>
Monetary Order	\$ 392.47

To enforce the Monetary Order it must be served upon the tenant and it may be filed in Provincial Court (Small Claims) to enforce as an order of that court.

Conclusion

The landlord has been authorized to retain the tenant's security deposit and has been provided a Monetary Order for the balance of \$392.47 to serve and enforce as necessary.

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: January 31, 2014

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Residential Tenancy Branch

