



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord

The landlord testified each tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally in accordance with Section 89.

Based on the testimony of the landlord, I find that both tenants have been sufficiently served with the documents pursuant to the *Act*.

At the outset of the hearing the landlord confirmed the tenants had vacated the rental unit on or about August 8, 2014 and as such the landlord no longer requires an order of possession. I amend the landlord's Application to exclude the matter of possession.

I note also that on August 25, 2014 the landlord submitted to the Residential Tenancy Branch an amended Application for Dispute Resolution increasing his claim from \$1,980.00 to \$8,316.46. The landlord did not indicate on the amended Application any reason for this increase in claim, however the landlord did submit additional documentation to show that the claim may be for damage to the rental unit and residential property.

The landlord testified that he served the tenants with his amended Application and evidence on August 29, 2014 by delivering two packages to the address at which the tenants were staying with friends. The landlord also testified that he received a phone call from the male tenant on the same date confirming that he had received the package and that he would be taking the package for the female tenant to her the same day.

Based on the testimony of the landlord, I find that both tenants have been sufficiently served with the documents relating to the landlord's amended Application pursuant to Section 71 of the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage to the rental unit and to recover the filing fee from the tenants for the cost of

the Application for Dispute Resolution, pursuant to Sections 37, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord testified the tenancy began in September 2009 as a month to month tenancy for a monthly rent of \$1,100.00 due on the 1st of each month. The tenancy ended when the tenants vacated the rental unit on August 8, 2014.

The landlord testified that the tenants had not paid the full rent for the months of March 2014 (\$780.00 unpaid); May 2014 (\$400.00 unpaid); June 2014 (\$400.00 unpaid); July 2014 (\$400.00 unpaid); August 2014 (\$1,100.00 unpaid).

The landlord has provided substantial documentary evidence, including photographic evidence of the condition of the residential property at the end of the tenancy. He has also submitted a copy of the move in condition inspection report from the start of the tenancy. The landlord submits that he did not do a move out inspection with the tenants because they failed to attend the scheduled time.

The landlord has also provided a ledger accounting for the time spent by the landlord and his wife to make the repairs and complete cleaning of the residential property and invoices and receipts for purchases of supplies to complete them.

The landlord acknowledged that the carpet in the basement had been new when the tenancy began and the carpet upstairs had been installed 1 year prior to that. The landlord also acknowledges the unit had been painted at some time in 2009 prior to the tenancy.

The landlord claim for repairs and cleaning follows:

Description	Amount
Labour – 230 hours @ \$15.00 per hour includes: 90 hours for painting/prep and 130 hours for flooring removal and installation	\$3,500.00
Painting and prepping supplies	\$158.79
Flooring and supplies	\$1,060.61
Miscellaneous – locks; cleaning; lawnmower oil; weed killer	\$79.93
Electrical – includes replacement bulbs; ceiling fan; and lights	\$125.41
UHaul and Moving costs	\$311.72
Total	\$5,236.46

Analysis

Based on the landlord's undisputed evidence and testimony I find the tenants have failed to pay rent as described by the landlord for the months of March, May, June, July, and August 2014 in the amount of \$3,080.00.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or

other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

Based on the landlord's undisputed testimony and evidence I find the landlord has established the tenants failed to comply with their obligations under Section 37 to leave the unit reasonably clean and undamaged.

I also find that as a result the landlord has suffered a loss in the amount claimed subject only to the consideration of the depreciated value of the carpeting and painting required based on useful life expectancy of products outlined in Residential Tenancy Policy Guideline #40.

The Policy Guideline states the useful life for carpets is 10 years. As the landlord confirmed the carpets were installed prior to the start of the tenancy in 2009 I find the carpets were at least 5 years old and the landlord's claim for flooring; flooring removal and installation must be discounted by 50% to reflect this depreciation.

Further the Policy Guideline identifies the useful life of interior painting to be 4 years. As the landlord testified the unit was last painted before the tenancy began or at least 5 years ago, I find the landlord's claim for painting and labour for painting must be discounted by 100% to reflect this depreciation.

As such, I find the landlord is entitled to his full claim for damage and cleaning less 90 hours @ \$15.00 per hour for labour for preparing and painting the unit; 65 hours @ \$15.00 per hour for labour for flooring removal and installation; \$158.79 for painting supplies; and \$530.31 for ½ the cost of flooring. Therefore of the total \$5,236.46 claim I find the landlord is entitled to \$2,222.36.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$5,402.36** comprised of \$3,080.00 rent owed; \$2,222.36 for damage and cleaning; and the \$100.00 fee paid by the landlord for this application.

This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: September 09, 2014

Residential Tenancy Branch

