



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNDC MND FF

### **Introduction:**

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for orders as follows:

- a) A monetary order pursuant to Section 67; and
- d) An order to recover the filing fee pursuant to Section 72.

### **SERVICE:**

The tenant did not attend. The landlord gave sworn testimony and submitted documentary evidence of their efforts to serve the tenant with the Application for Dispute Resolution through a process server. I find they were successful in serving a relative at an address which the tenant uses and where the relative telephoned the tenant to come and get “the package” which was the disguised Application. The process server witnessed him agreeing by telephone. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act.

### **Issue(s) to be Decided:**

Has the landlord proved on the balance of probabilities that the tenant did damages to the property, that they were beyond reasonable wear and tear and the cost to cure the damage? Is the landlord entitled to recover the filing fee?

### **Background and Evidence:**

Only the landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced in May 2005, a security deposit was paid and rent was \$1875 a month when the tenants vacated. The landlord received a monetary order for rent arrears to the end of October 2013 when the tenants vacated and the security deposit was used to offset the amount owing in a prior hearing on November 5, 2013.

In this application, the landlord claims damages as follows:

1. 157.01 - Locks changed as keys never returned: invoice provided
2. 2420.00 + 550 to clean. Invoices provided for cleaning and repairing at \$20 an hour.
3. 74.07 Replace vents; 179.01+ 55.05 to replace blinds too dirty to clean or broken.
4. 367.54: cleaning supplies (many invoices)
5. 436.52: bin rental to dispose of discarded items and garbage.
6. 115.46: replace switch plates, silicone, bulbs, registers –broken or too dirty to clean
7. 39.18: to caulk bathtub + 42.12 for broken laundry tap
8. 234.25: new blinds for broken ones or ones too dirty to clean
9. 39.73: supplies to paint
10. 372.28: duct vent cleaning and sanitizing
11. 80.00: Furnace cleaning
12. 22.39 replace toilet paper holder which was torn off
13. 18.24 + 4.47 for register and soap refill broken
14. 28.75: replace smoke alarm torn off ceiling
15. 1,951.93: 50% of cost of replace Carpeting (total \$3903.85)
16. 1921.23: 50% of cost of painting (Total \$3842.45)

The landlord explained the unit was a duplex of approximately 2200 sq. ft. which was renovated from the studs out in 2004. These were the first tenants. He explained that it seemed they had been using or cooking drugs which caused a greasy, smoky residue on all surfaces and which was almost impossible to clean. He detailed using commercial degreaser, bleach and even a pressure washer together with two companies to try to get the unit clean. He said they also had the furnace and vents cleaned because they wanted to ensure there were no harmful substances for future tenants but he did not know if anything harmful or caused by the tenants had been found in them.

In evidence are condition inspection reports, many photographs, invoices, the tenancy agreement and information from a process server. On the basis of the solemnly sworn evidence presented at the hearing, a decision has been reached.

### **Analysis**

Monetary Order:

The onus of proof is on the landlord to prove that the tenant did damage to the property, that it was beyond reasonable wear and tear and the amount it cost to cure this damage. I find the weight of the evidence which is well supported by the condition inspection reports, photographs and invoices is that the unit was left in a very dirty

condition and the tenant did not return the keys. Therefore, I find the landlord entitled to their costs of a locksmith and their cleaning costs for a total of \$3,127.01 (\$157.01 + 2970). The photographic and report evidence supports the landlord testimony that many cleaning supplies were needed and there was lots of garbage and items left behind. I find the landlord entitled to recover \$367.54 for cleaning supplies and \$436.52 for bin rental to dispose of all the garbage.

I find the *Residential Policy Guideline* which is designed to account for reasonable wear and tear in rented premises assigns a useful life to various elements in the premises. Small metal items such as vents, Faucets and TP holders are assigned a useful life of 15 years. I find the landlord's evidence credible that these items had to be replaced because they were broken or covered with sticky residue that could not be cleaned. The items in this unit were 8 years old when the tenant vacated in October 2013. Therefore, I find the landlord entitled to recover 47% of the cost of vent, TP and faucet replacement for the useful remaining life i.e. \$74.07 + 18.24 for vents + 42.12 for the faucet + 22.39 for TP holder + 4.47 for the soap refill + 28.75 smoke alarm (Total \$190.04 x 47% = \$89.31). Likewise I find the landlord entitled to recover 47% of items listed in #47 above for a total of \$54.26.

Blinds are assigned a useful life of 10 years in the Guideline. I find the landlord's evidence credible that the blinds had to be replaced in the unit as it is well supported by the photographs and the move-out report. Therefore, I find the landlord entitled to recover 20% of his costs of \$234.06 or \$46.81 for the 2 years of useful life remaining. In respect to caulking costs, I find caulking is assigned a useful life of 5 years so I find the landlord not entitled to recover his costs to recaulk the bathtub.

Carpets are assigned a useful life of 10 years in rented premises according to the Guideline. The carpets were 8 years old when the tenants vacated. I find the landlord's evidence credible that the carpets were ruined by the tenants and had to be replaced as it is well supported by the photographic evidence. I find the landlord entitled to recover 20% of the cost of carpet replacement or \$780.77 for the two years of useful life remaining.

According to the Guideline, interior paint is assigned a useful life of 4 years. Therefore, I find the landlord not entitled to recover his costs of repainting or costs of painting supplies after 8 years of tenancy as there was no useful life remaining in the paint.

I find according to the lease in evidence and the Residential Tenancy Policy no 1, that furnace and vent cleaning are the responsibility of the landlord. I find insufficient evidence that the tenant's actions obligated him to clean the furnace and vents.

Therefore, I find the landlord not entitled to recover costs for cleaning the furnace and vents.

**Conclusion:**

I find the landlord is entitled to a monetary order as calculated below. The security and pet damage deposits were already applied to offset outstanding rent in another decision so are not included in these calculations. I find the landlord entitled to recover filing fees of \$100 paid for this application.

Calculation of Monetary Award:

Cleaning costs and locksmith	3127.01
Cleaning supplies	367.54
Bin rental	436.52
Allowance for faucet, vent, TP, soap refill, smoke alarm	89.31
Miscellaneous small items in #47 above	54.26
Blind allowance	46.81
Allowance for carpet replacement	780.77
Filing fee	100.00
Total Monetary Order to landlord	5002.22

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 18, 2014

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Residential Tenancy Branch

