



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR MND MNDC MNSD FF

Introduction:

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

- a) A monetary order pursuant to Sections 7, 46 and 67 for unpaid rent and damages;
- b) To retain the security deposit to offset the amount owing; and
- c) An order to recover the filing fee pursuant to Section 72.

SERVICE

The tenant did not attend. The landlord gave sworn testimony that they served the Application for Dispute Resolution by registered mail on the tenant on March 11, 2015; it was verified as successfully delivered on March 19, 2015. I find that the tenant is served with the Application according to section 89 of the Act.

Issue(s) to be Decided:

Has the landlord proved on a balance of probabilities that the tenant owes rent and damaged the property, that it was beyond reasonable wear and tear and the cost of repair? Is the landlord entitled to recover the filing fee?

Background and Evidence:

The tenant did not attend the hearing although served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced in November 2012, that monthly rent was \$900 and a security deposit of \$450 was paid. The landlord notes they had difficulty with the tenant and upkeep of the home starting in 2014 and they finally agreed that she could leave without 30 days notice provided they could get the home cleaned, repaired to a rentable condition and rented again. She vacated in February 2015 but refused to do a walkthrough with them as she said she did not expect to get any security deposit refunded.

They noted that they were shocked when they inspected the premises and they had to spend the rest of February and March restoring it to a rentable condition. They were able to re-rent the home for April 1, 2015. They claim \$1800 in rental loss for February and March 2015.

The landlord said that the home was part of a duplex that was renovated about 6 years ago, just before the landlords bought it. In May 2014 and succeeding months, the landlord notes that the

tenant promised to do repairs but either never did them or did them so poorly (e.g. drywall) that they needed to be redone. The landlord claims damages as follows:

1. \$27.50+\$18.75+\$12 (total 58.25) for garbage removal dump fees.
2. \$479.99 to replace a 7 year old range that had many parts broken by the tenant and unrepairable.
3. \$20.06 for damaged trim replacement
4. \$6.99+15.99+11.49+18.99+15.99+16.99+13.78+30.99+9.98+14.98 (total \$156.17) for plumbing items that were about 5 years old and broken or missing.
5. 11.99 stove vent about 5 years old.
6. \$17.99 for a 3 year old shower curtain, \$13.96 to replace keys, \$59.99 to replace a 3 year old deadbolt
7. \$55.98 +2.40 to replace missing smoke detectors and alarms
8. \$148.50 to replace missing light bulbs
9. \$321.78 for paint supplies (they supplied labour themselves); paint in home was about 6 years old.
10. \$2683.60 + \$1000 installation to replace the 6 year old carpet that was ruined
11. \$224.35 to replace closet doors of an unknown age. The home was built in 1984.

The landlord supplied as evidence comments of the history of dealings with the tenant, photographs of the damage, the tenancy agreement and invoices for repairs.

The tenant provided no documents to dispute the claim and did not attend the hearing. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

Analysis

Monetary Order

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

I find the weight of the evidence is that tenant violated section 32 of the *Act* and the tenancy agreement by not maintaining the property and causing excessive damage. I find the repair of this damage caused the landlord to lose rent for February and March 2015 in the amount of \$1800 (\$900 x 2). I find the landlord entitled to a monetary order for \$1800 rental loss.

The onus is on the landlord to prove on the balance of probabilities that there is damage caused by this tenant, that it is beyond reasonable wear and tear and the cost to cure the damage. I find the landlord's evidence credible that this tenant caused the damage, and that the damage was beyond reasonable wear and tear. I find the amount of damage and cost to repair is well supported by statements, photographs and invoices and the tenant has not disputed the claim. The invoices listed many individual items but are grouped for convenience in the Decision. I find the landlord claims a total of \$5181.06 for damages as per invoices enclosed but allowances are calculated as noted below and tax of 12% as charged will be calculated on the total allowed amounts.

I find the landlord entitled to recover \$58.25 for dump fees which are supported by photographs of garbage in the home and invoices to dump. As discussed with the landlord in the hearing, Residential Tenancy Policy Guideline 40 assigns a useful life for elements in rented premises which is designed to account for reasonable wear and tear. Stoves are assigned a useful life of 15 years so I find the landlord entitled to recover 53% of the cost or \$255.99 for the replacement of the 7 year old unrepairable stove. I find them entitled to recover \$20.06 for damaged trim replacement as this was for the lumber only.

Plumbing items are assigned a useful life of 15 to 20 years. I find the landlord entitled to recover 66% of the cost of replacing the 5 year old plumbing items (such as faucets) that were broken for a total of \$104.11. Likewise, the stove vent has a useful life of 15 years so I find the landlord entitled to recover 66% of the cost of the 5 year old vent that was broken or \$7.99.

I find the landlord also entitled to recover \$58.38 for missing smoke detectors and \$148.50 to replace missing light bulbs. I find the Residential Tenancy Policy Guideline 1 states it is the tenant's obligation to replace light bulbs as they burn out and I find there were many light bulbs not replaced by the tenant. Shower curtains are assigned a useful life of 10 years so I find the landlord entitled to recover 70% of the cost of the replacement of the missing shower curtain or \$12.53. Locks are assigned a useful life of 20 years so I find him entitled to recover 85% of the cost of the 3 year old deadbolt or \$50.99. I find him entitled to recover \$13.96 to replace keys that were not returned.

I find the Guideline assigns a useful life of 10 years to carpets. Therefore I find the landlord entitled to recover 40% of the cost of the ruined 6 year old carpet for a total of \$1473.44.

In respect to the other items, I find the Guideline assigns a useful life of 4 years to paint in rented premises and a useful life of 20 years to doors. I find the evidence is that the paint and closet doors had reached the end of their useful life so I find the landlord not entitled to recover costs for paint or for closet doors.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below and to retain the security deposit to offset the amount owing. I find the landlord is also entitled to recover filing fees of \$100 paid for this application.

Calculation of Monetary Award:

Dump fees	58.25
Stove replacement allowance	255.99
Damaged trim	20.06
Plumbing items allowance	104.11
Stove vent allowance	7.99
Smoke detectors and alarms	58.38
Light bulb replacement	148.50
Shower curtain allowance	12.53
Locks deadbolt allowance	50.99
Key replacement	13.96
Carpet replacement allowance	1473.44
12% tax on total of above of \$2204.20	264.50
Rental loss	1800.00
Filing fee	100.00
Less security deposit (no interest 2012-15)	-450.00
Total Monetary Order to Landlord	3918.70

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 28, 2015

Residential Tenancy Branch

