



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNSD, MND, FF

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for damages, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution. It is apparent from information on the Application for Dispute Resolution that the Landlord is also seeking compensation for unpaid rent, and the Application for Dispute Resolution was amended accordingly.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary Order for unpaid rent and damages to the rental unit; to retain all or part of the security deposit paid by the Tenant; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Agent for the Landlord and the Tenant agree that this tenancy began on November 01, 2006; that it ended on November 02, 2007 or November 03, 2007; that the Tenant was required to pay monthly rent of \$640.00 at the end of the tenancy; and that the Tenant paid a security deposit of \$310.00 on November 01, 2006.

The Tenant stated that on, or about October 30, 2007, she verbally advised the Landlord that she would be vacating the rental unit on November 03, 2007. She stated that she advised the Landlord that she wanted to vacate because there were a variety of problems with the rental unit.

The Agent for the Landlord and the Tenant agree that a Ten Day Notice to End Tenancy for Unpaid Rent was posted on the front door of the rental unit on November 02, 2007.

The Landlord and the Tenant agree that a condition inspection report was completed on November 06, 2006. The parties agree that a condition inspection was not completed at the end of the tenancy, and that the Tenant vacated the rental unit without providing the Landlord with a forwarding address.

The Landlord is seeking compensation, in the amount of \$640.00, for loss of revenue from November of 2007. The Agent for the Landlord stated that they were unable to find new tenants for November because of the improper notice to vacate provided by the Tenant. The Agent stated that the rental unit was rented for December 01, 2007.

The Landlord is seeking compensation for replacing the carpet in the rental unit. The Agent for the Landlord stated that the carpet was saturated with pet urine and feces; that it was badly stained; and that it smelled so strongly that it could not be cleaned. She stated that a professional viewed the carpet and advised her that he would be unable to remove the smell from the carpet. The Agent was unable to state the age of the carpet, although she estimates that it was fifteen years old. The Landlord submitted several photographs that show the carpets were stained by feces.

The Tenant stated that the carpets smelled when she moved into the rental unit and that they were extremely old and in need of replacement. She does not dispute that the carpets had feces stains, but she denied that they were saturated with urine.

The Landlord is seeking compensation for replacing the linoleum in the rental unit. The Agent for the Landlord stated that the linoleum was cut and scratched, and that it smelled badly of pet urine. The Landlord submitted photographs of the linoleum, none of which depict cuts or scratches.

The Tenant contends that the linoleum was not damaged at the end of her tenancy and that any smells could have easily been removed by cleaning with bleach.

The Landlord stated that the rental unit was not cleaned at the end of the tenancy. The Landlord submitted photographs that clearly show the rental unit required significant cleaning at the end of the tenancy. The Landlord submitted a receipt that indicates that employees of the Landlord spent 25.5 hours cleaning the rental unit, for which the Landlord is seeking compensation at a rate of \$15.00 per hour. The Landlord submitted a receipt that indicates the Landlord paid \$112.18 for cleaning the blinds.

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The Tenant agreed that the rental unit was not cleaned at the end of the rental unit. She stated that she believed that the Landlord was keeping her security deposit in compensation for cleaning the rental unit. The parties also agree that the Tenant paid an additional \$72.50 in compensation for cleaning the rental unit, for a total of \$382.50.

Analysis

I find that the Tenant and the Landlord entered into a tenancy agreement and that the Tenant was required to pay monthly rent of \$640.00 at the end of the tenancy.

I find that the Tenant failed to comply with section 45 of the *Act* when she failed to provide the Landlord with written notice of her intent to end the tenancy on a date that is not earlier than one month after the date the Landlord received the notice and is the day before the date that rent is due. I further find that the late notice to vacate prevented the Landlord from finding new tenants for the rental unit, and that it resulted in a loss of rental revenue for the month of November of 2009. On this basis, I find that the Tenant must compensate the Landlord for the loss of revenue that resulted from the late notice, in the amount of \$640.00.

I find that the evidence clearly shows that the carpets in the rental unit were not properly cleaned at the end of the tenancy. I am not satisfied that the Tenant should be responsible for replacing the carpets however, given that they are at least fifteen years old. The Residential Tenancy Policy Guidelines show that the life expectancy of carpet is ten years. The evidence shows that the carpets in this rental unit had exceeded their life expectancy, and I therefore find that the Tenant is not obligated to replace the carpet. On this basis, I dismiss the Landlord's application for compensation for replacing the carpet.

I find that the Landlord submitted insufficient evidence to establish that the linoleum was damaged. In reaching this conclusion, I relied heavily on the photographs that do not depict any significant damage to the linoleum. I also find that the Landlord submitted insufficient evidence to establish that the linoleum needed to be replaced because it could not be cleaned. In reaching this conclusion, I was strongly influenced by the Tenant's contention that the linoleum could have been cleaned with bleach. As I the Landlord had not established that the linoleum needed replacing as a result of the Tenant's actions, I dismiss the Landlord's application for compensation for replacing the linoleum.

I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to clean the rental unit at the end of the tenancy and I find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*. Based on the photographs that were submitted, I find that the claim of \$382.50 for



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general cleaning and \$112.18 for cleaning the blinds is reasonable, and I therefore find that the Landlord is entitled to cleaning costs of \$494.68.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,184.68, which is comprised on \$640.00 in unpaid rent, \$494.68 in cleaning costs, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

I hereby authorize the Landlord to retain the Tenant's security deposit, plus interest in the amount of \$9.65, in partial satisfaction of the monetary claim. I further find that the monetary claim shall be reduced by \$72.50, which the Tenant has already paid to the Landlord for the cost of cleaning.

Based on these determinations I grant the Landlord a monetary Order for the amount \$792.53. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and 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: April 30, 2009.

Dispute Resolution Officer