



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: MNSD MND MNR MNDC RPP FF

## Introduction

This hearing dealt with an application by the tenants for recovery of the security deposit and return of personal property, and an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenants did not attend the teleconference hearing, and therefore the tenants' application is dismissed.

## Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

## Background and Evidence

The evidence of the landlord was as follows. The tenancy began on December 1, 2007. On November 10, 2007, the landlord collected from the tenants a security deposit of \$425 and a pet deposit of \$425. The landlord and tenants entered into a second tenancy agreement commencing on December 1, 2008, with a monthly rent of \$850. On December 30, 2008 the tenants gave verbal notice that they intended to vacate the rental unit on January 31, 2009. The landlord frequently works out of province and he was not able to attend the rental unit until February 13, 2009. On that date he found a note from the tenants stating that they had vacated on February 6, 2009. The landlord discovered significant damage to the unit and property, and he has been cleaning and repairing since that time.

The landlord has claimed monetary compensation as follows:

- 1) \$80.20 for unpaid Terasen gas bill (receipt provided)
- 2) \$2550 for lost revenue for March, April and May 2009 – the landlord was unable to re-rent because extensive cleaning and repairs were required, and the tenants left several of their possessions on the property.
- 3) \$490 for 24.5 hours of cleaning at \$20 per hour (receipt provided)
- 4) \$166.04 for the cost of materials to replace the front fence (photographs and receipt provided)
- 5) \$2410.60 to replace linoleum and carpet – the carpets smelled strongly of dog urine, and the linoleum was torn and damaged in several places. The landlord stated that the carpets were approximately 20 years old, and the linoleum was 17 or 18 years old (photographs and receipts provided)
- 6) unspecified amount for missing top of stove cover – the landlord was told that the replacement part was no longer available
- 7) \$320 for an estimated 16 hours of yard cleanup at \$20 per hour – the landlord is doing the yard cleanup himself, and by the time of the hearing he had done approximately 8 hours of cleaning (photographs provided).

### Analysis

I accept the landlord's claims for unpaid gas (item 1); cleaning (item 3); and materials to replace the front fence (item 4).

In regard to the claim for lost revenue, I find that the landlord ought to have been more diligent in mitigating lost revenue by doing the cleaning and repairs more quickly, and I therefore only grant the landlord lost revenue for March 2009, in the amount of \$850 (item 2). I dismiss the remainder of the landlord's claim for lost revenue.

In regard to replacement of linoleum and carpet, I find that the landlord is not entitled to any monetary compensation for this item. The average useful life of carpets is 10

years, and this carpeting was 20 years old. The Residential Tenancy Guidelines do not provide a useful life estimate for linoleum; however, the linoleum in the landlord's photographs appears to be of a fairly inexpensive quality, and the damage appears to be old and average wear and tear for the quality and age of the linoleum. I therefore dismiss that portion of the landlord's claim (item 5).

In regard to the stove top cover, the landlord has not provided a monetary amount for this item, and I therefore dismiss this portion of the landlord's claim (item 6).

In regard to the yard cleaning costs, I find that the landlord is entitled to \$160, representing the 8 hours of work the landlord has already completed, at an hourly rate of \$15. I dismiss the remainder of the landlord's claim for yard cleaning (item 7).

The landlord is entitled to recovery of the \$100 filing fee, for a total claim of \$1846.24.

### Conclusion

I order that the landlord retain the security and pet deposits and interest of \$864.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$981.64. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated May 11, 2009.