

## **Decision**

**Dispute Codes:** MNR, MND, MNDC, FF

### **Introduction**

This hearing dealt with an application from the landlord for a monetary order as compensation for unpaid rent, compensation for damage to the unit, compensation for damage or loss under the Act, regulation or tenancy agreement, and recovery of the filing fee. Agents for the landlord participated in the hearing and gave affirmed testimony. Despite mailing of the application for dispute resolution and notice of hearing by way of registered mail, the tenant did not appear.

### **Issues to be decided**

- Whether the landlord is entitled to any or all of the above under the Act, regulation or tenancy agreement

### **Background and Evidence**

Pursuant to a written residential tenancy agreement, the fixed term of tenancy was from September 1, 2007 to August 31, 2008. Thereafter, tenancy continued on a month-to-month basis until July 31, 2009. The end of tenancy was brought about as a result of the landlord's issuance of a 1 month notice to end tenancy for cause dated June 22, 2009. The reason for its issuance is shown on the notice as follows:

Tenant is repeatedly late paying rent

Rent in the amount of \$2,350.00 was payable in advance on the first day of each month. A security deposit of \$1,175.00 and a pet damage deposit of \$1,175.00 were both collected on August 27, 2007. By way of letter dated July 24, 2009, the tenant authorized the landlord to retain these combined deposits plus interest in order to offset a portion of the unpaid rent and cost for cleanup and repairs required at the unit.

A move-in condition inspection and report were completed with the participation of both parties on August 30, 2007.

Both parties met at the unit on July 31, 2009 in order to undertake a move-out condition inspection and report. However, as the tenant had not completed the cleanup and removal of all his possessions from the unit at that time, the parties agreed to meet again at the unit on August 4, 2009. Despite their agreement, the tenant did not attend the unit again on August 4, 2009, and the landlord's agent therefore completed the move-out condition inspection and report without the tenant's participation.

The landlord's agent withdrew the aspect of the application comprised of \$75.00 for "outstanding non-sufficient funds charge." The balance of items submitted for claim include the following:

\$1,600.00 – water bill (actual amount shown on account = \$\$1,639.60)

\$520.00 – replacing of the basement bedroom carpet

\$200.00 – pro-rated share of cost for replacing the upper bedroom carpet

\$250.00 – 10 hours of cleaning the house @ \$25.00 / hour

\$150.00 – garbage removal

\$150.00 – yard cleanup

\$1.69 – outstanding rent

\$50.00 – filing fee

Total: \$2,921.69

### **Analysis**

Based on the documentary evidence and undisputed testimony of the landlord's agents, I find the landlord has established a claim of \$2,411.69, which is comprised as follows:

\$1,600.00 – water bill

\$260.00 – replacing of the basement bedroom carpet. The landlord's agent estimated that this carpet was at least 5 years old at the time when this tenancy began. Residential Tenancy Policy Guideline # 37 speaks to the "Useful Life of Work Done or Thing Purchased," and estimates the useful life of carpet to be 10 years. Accordingly, I find the landlord is entitled to \$260.00 which is half the amount claimed.

\$100.00 – pro-rated share of cost for replacing the upper bedroom carpet. For the same reasons set out immediately above, I find the landlord is entitled to \$100.00 which is half the amount claimed.

\$250.00 – 10 hours of cleaning the house @ \$25.00 / hour

\$75.00 – garbage removal. In the absence of receipts and / or a more particular breakdown of how a calculation of the claim was undertaken, I find the landlord is entitled to \$75.00 which is half the amount claimed.

\$75.00 – yard cleanup. In the absence of receipts and / or a more particular breakdown of how a calculation of the claim was undertaken, I find the landlord is entitled to \$75.00 which is half the amount claimed.

\$1.69 – outstanding rent

\$50.00 – filing fee

Total: \$2,411.69

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$2,411.69**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: February 10, 2010

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Dispute Resolution Officer