



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, MND, MNR, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. Despite having been personally served with the application for dispute resolution and notice of hearing on December 31, the tenant did not participate in the conference call hearing.

At the hearing the landlord withdrew his claim for the cost of replacing a fire extinguisher as he had been able to locate the extinguisher.

Issues(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Background, Evidence and Analysis

I address the landlord's claims and my findings around each as follows.

[1] **Order of Possession.** The tenant is obligated to pay \$800.00 per month in rent and failed to pay rent in December. On December 2 the landlord personally served on the tenant a 10-day notice to end tenancy for unpaid rent (the "Notice"). The tenant substantially vacated the rental unit in the first week of February but some of her belongings remain behind. I accept the landlord's undisputed testimony and find that the tenant was served with the Notice on December 2. The tenant did not pay the outstanding rent within 5 days of receiving the Notice and did not apply for

dispute resolution to dispute the Notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. Based on the above facts I find that the landlord is entitled to an order of possession.

- [2] **Unpaid rent and loss of income.** The landlord seeks to recover \$800.00 in unpaid rent for the month of December and loss of income for the month of January and the first 8 days of February. I accept the landlord's undisputed testimony and find that the tenant failed to pay rent in the month of December. I award the landlord \$800.00 in unpaid rent. I further find that the tenant resided in the rental unit until approximately one week before the hearing and that as of the date of the hearing some of her belongings remained in the rental unit. I award the landlord \$800.00 in lost income for January and \$228.57 in lost rent for February 1-8 for a total award of \$1,828.57.
- [3] **Paint and supplies.** The landlord seeks to recover the cost of supplies to repaint the rental unit. The landlord originally claimed the cost of one gallon of paint, but at the hearing asked to amend his claim to include the cost of a second gallon of paint at the same cost as the first. I find it reasonable to permit the amendment. The landlord testified that the tenant had repainted the rental unit without permission. The tenant's boyfriend had agreed to repaint the walls and the landlord provided him with materials to do so, but the boyfriend did not perform the repairs or repaint and took the landlord's caulking gun. The landlord presented an invoice showing that one gallon of paint cost \$33.57, that painting supplies were purchased for \$18.27, that a caulking gun was purchased for \$6.77 and that nails, hinges, screws and hasps were purchased for \$27.51. I accept the landlord's undisputed testimony and find that the tenant caused damage to the walls which necessitated the repainting of the walls. I award the landlord \$67.14 as the cost of two gallons of paint and \$18.27 as the cost of painting supplies for a total award of \$85.41 for this claim. The claim for the cost of the hardware is dismissed as I find that it is too remote to be considered part of the painting costs. The claim for the cost of the caulking gun is dismissed as the arrangement the landlord made was with the

tenant's boyfriend and the tenant cannot be held responsible for her boyfriend's failure to fulfill a separate contract for service between the boyfriend and the landlord.

- [4] **Advertising.** The landlord claims \$54.58 as the cost of advertising the rental unit. This claim is dismissed as the tenant is not responsible for the landlord's costs for obtaining new tenants.
- [5] **Curtain replacement.** The landlord claims \$594.57 as the cost of replacing curtains in the rental unit. The landlord testified that the curtains which had been in place at the outset of the tenancy were at least 10 years old and that they were missing at the end of the tenancy. Residential Tenancy Policy Guideline #37 identifies the useful life of curtains as 10 years. I accept the landlord's undisputed testimony and find that the tenant took the curtains from the rental unit. I find that the curtains had outlived their useful life and find that the tenant cannot therefore be held responsible for the replacement cost of the curtains. However, as the tenant was not entitled to remove the curtains, I find that a nominal award is appropriate. I find that \$50.00 will adequately compensate the landlord and I award him that sum.
- [6] **Shower curtain replacement.** The landlord seeks to recover \$11.17 as the cost of replacing a shower curtain which was missing from the rental unit at the end of the tenancy. The landlord testified that the curtain was only a few years old. I accept the landlord's undisputed testimony and find that the tenant took the shower curtain from the rental unit. I find that the curtain still had useful life remaining and find that the landlord is entitled to recover the replacement cost of the curtain. I award the landlord \$11.17.
- [7] **Fuse box security.** The landlord seeks to recover \$15.81 as the value of a padlock and \$120.00 as the cost of an iron door, both of which were used to secure a fusebox. The landlord testified that he initially had placed a brass padlock on the fusebox as he had had a problem with the tenant accessing the fusebox. The

tenant or her guest pried open the padlock and glued it, rendering it inoperable. The landlord provided a receipt showing the padlock cost \$15.81. The landlord testified that after the tenant disabled the padlock, he installed an iron door at a cost of \$120.00, for which an invoice was entered into evidence, and that the tenant or her guest pried open the iron door rendering it inoperable. I accept the landlord's undisputed testimony and find that the tenant or her guest damaged both the padlock and the iron door and I find that the landlord is entitled to recover the cost of those items. I award the landlord \$135.81 which represents the \$15.81 padlock and the \$120.00 iron door.

[8] **Rodent control.** The landlord seeks to recover \$48.77 as the cost of rat traps and poison. The landlord testified that the rental unit is on the ground floor of a home in which he resides on the upper floor. The tenant removed the screens from the windows and left the windows open, permitting rodents easy access to the rental unit. The landlord has placed traps and poison inside the residence in an effort to exterminate the rodents. The landlord presented receipts showing that he had spent \$48.60 on rat traps and poison. I accept the landlord's undisputed testimony and find that the tenant permitted rodents easy access to the rental unit. I find that the landlord is entitled to recover the cost of exterminating the rodents and I award the landlord \$48.60.

[9] **Carpet cleaning.** The landlord seeks to recover \$86.00 as the cost of cleaning carpets at the end of the tenancy. The landlord testified that the tenant failed to clean the carpets. The landlord owns a carpet shampooer and testified that it will take a cleaner 6 hours to clean the unit at a rate of \$10.00 per hour and that it will cost \$26.00 for the detergent for the machine. I accept the landlord's undisputed testimony and find that the landlord is entitled to recover the cost of carpet cleaning. I award the landlord \$86.00.

[10] **Rubbish removal.** The landlord seeks to recover \$50.00 as the cost of removing items left by the tenant in the rental unit. The landlord testified that the tenant had removed substantially all of her belongings but had left behind a significant amount

of garbage as well as items which she appears to have abandoned. The landlord testified that it will cost him \$50.00 to hire someone to remove the garbage and abandoned items. I accept the landlord's undisputed testimony and find that the landlord is entitled to recover the cost of rubbish removal. I award the landlord \$50.00.

[11] **Cleaning and repairs.** The landlord seeks to recover \$120.00 as the cost of cleaning the rental unit. The landlord testified that the tenant did not clean the rental unit at the end of the tenancy and that she created 3 significant holes in the walls which require repair. The landlord testified that cleaning will cost him \$120.00, \$50.00 of which is the charge for repairing the walls. I accept the landlord's undisputed testimony. I find that his estimate for cleaning and repair is reasonable and I find that the landlord is entitled to recover the cost of cleaning and repairs. I award the landlord \$86.00.

[12] **Filing fee.** The landlord seeks to recover the \$50.00 paid to bring this application. As the landlord has been substantially successful, I find that the landlord is entitled to recover the fee and I award the landlord \$50.00.

In summary, the landlord has been successful in the following monetary claims:

Unpaid rent and loss of income	\$1,828.57
Painting and supplies	\$ 85.41
Curtain replacement	\$ 50.00
Shower curtain replacement	\$ 11.17
Fuse box security	\$135.81
Rodent control	\$ 48.60
Carpet cleaning	\$ 86.00
Rubbish removal	\$ 50.00
Cleaning and repairs	\$ 120.00
Filing fee	\$ 50.00
Total:	\$2,465.56

Conclusion

I grant the landlord an order of possession under section 55 of the Act. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I grant the landlord an order under section 67 for \$2,465.56. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Dated: February 09, 2010
