

## **DECISION**

Dispute Codes      MNR, MND, MNDC, MNSD, FF

### Introduction

This matter dealt with an application by the Landlords for a monetary order for unpaid rent, for compensation for cleaning and repairs to the rental unit, to recover the filing fee for this proceeding and to keep the Tenants' security deposit and pet damage deposit in partial payment of those amounts.

The Landlords said they served the Tenants with the Application and Notice of Hearing on January 26, 2010 by registered mail to a forwarding address provided by the Tenants. Based on the evidence of the Landlords, I find that the Tenants were served as required by s. 89 of the Act and the hearing proceeded in their absence.

### Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Are the Landlords entitled to compensation for cleaning and repair expenses and if so, how much?
3. Are the Landlords entitled to keep the Tenants' security deposit and pet damage deposit?

### Background and Evidence

This fixed term tenancy started on July 3, 2009 and expired on December 31, 2009 but continued on a month to month basis and ended on January 11, 2010 when the Tenants moved out. Rent was \$600.00 per month payable in advance on the 1<sup>st</sup> day of each month. The Tenants paid a security deposit of \$300.00 and a pet damage deposit of \$100.00.

The Landlords said they served the Tenants with a 10 Day Notice to End Tenancy on or about January 2, 2010 when the Tenants failed to pay rent. The Landlords said rent is still unpaid for January 2010.

The Landlords provided a copy of a move in condition inspection report completed with the Tenants on July 3, 2009 and a copy of a move out condition inspection report completed with the Tenants on January 11, 2010. The Tenants did not sign the move out condition inspection report.

The Landlord said that during the tenancy, a 3 year old carpet in the living room was damaged beyond repair and had to be removed. In particular, the Landlords claim that the edges of the carpet were substantially chewed up and the fibres were pulled resulting in runs in the fabric. Consequently, the Landlords sought expenses to remove

the damaged carpeting, dispose of it and to replace it with laminate flooring. The Landlords also claimed that the Tenants damaged a blind in the living room and did not clean the stove, refrigerator or floors.

### Analysis

RTB Policy Guideline #3 – Claims for Rent and Damages for Loss of Rent states that a Landlord may elect to end a tenancy and sue the tenant for loss of rent. The damages to which a Landlord is entitled is an amount sufficient to compensate the Landlord for any loss of rent up to the earliest time the Tenant could have legally ended the tenancy. Under section 45 of the Act, a Tenant of a month-to-month tenancy must give one clear months notice. As the effective date of the 10 Day Notice to End Tenancy was January 11, 2010, the earliest the Tenants could have ended the tenancy (had they given written notice on that date) would have been February 28, 2010. As a result, I find that the Landlords are entitled to recover unpaid rent for January 1 – 11, 2010 and a loss of rental income for January 12 – 31, 2010 in the total amount of \$600.00.

Section 37 of the Act says that at the end of a tenancy, a tenant must leave the rental unit clean and undamaged except for reasonable wear and tear. RTB Policy Guideline #1 defines “reasonable wear and tear” as natural deterioration that occurs due to aging and other natural forces, where the Tenant has used the premises in a reasonable fashion.”

Based on the condition inspection reports, I find that the damage to the carpet and blind occurred during the tenancy. Based on the Landlord's evidence of the nature of the damage to the carpet and blind, I also find that the damages were not the result of reasonable wear and tear. Consequently, I find that the Tenants are responsible for compensating the Landlords for those damages.

In the absence of any evidence from the Tenants to the contrary, I also find that the rental unit was not reasonably clean at the end of the tenancy and I award the Landlords the amount they have claimed for general cleaning (and carpet cleaning) expenses.

As the Landlords have been successful in this matter, I find that they are entitled to recover the \$50.00 filing fee for this proceeding. I order the Landlords pursuant to s. 38(4) of the Act to keep the Tenants' security deposit and pet damage deposit in partial payment of the monetary award. The Landlords will receive a monetary order for the balance owing as follows:

Unpaid rent/Loss of rent:	\$600.00
General cleaning & carpet removal:	\$90.00
Carpet disposal fees:	\$11.75
Carpet cleaning:	\$50.00
Carpet installation:	\$60.00
Flooring materials:	\$255.85

Damaged blind:	\$16.77
Filing fee:	<u>\$50.00</u>
Subtotal:	\$1,134.37
Less: Security deposit:	(\$300.00)
Pet damage deposit:	(\$100.00)
Accrued interest:	<u>(\$0.00)</u>
Balance Owing:	\$834.37

### Conclusion

A monetary order in the amount of **\$834.37** has been issued to the Landlords and a copy of it must be served on the Tenants. If the amount is not paid by the Tenants, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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 27, 2010.

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Dispute Resolution Officer