

DECISION

Dispute Codes OPR, OPC, MND, MNR

Introduction

This hearing dealt with the landlord's application for an order of possession and a monetary order. The hearing was held over two days. On the date of the first hearing, both parties participated and the tenant advised that he had not been served with the landlord's evidence. The landlord stated that he could not served the tenant with his evidence because the tenant had vacated the rental unit and had not provided a forwarding address. The tenant stated that he would not provide his home address to the landlord but would obtain a post office box and would forward the number of that box to both the landlord and to the Residential Tenancy Branch. I clearly explained to the tenant that the hearing would be reconvened at a later date and that if he had failed to provide the landlord and the Residential Tenancy Branch with his address for service, the hearing would proceed in his absence and a decision could be made against him without him having had opportunity to rebut the landlord's evidence. I further explained to the tenant that the Residential Tenancy Branch could not serve him with notice of the reconvened hearing unless he provided his address. The tenant acknowledged that he understood the impact of failing to provide an address for service.

On the date of the second hearing, the landlord advised that he had not received notice of the tenant's address for service and was therefore unable to serve him with his evidence. The Residential Tenancy Branch did not receive the tenant's address either and was unable to send him a notice of hearing, which contained the date and time of the hearing as well as the passcode which would permit him to participate in the conference call. I found that the tenant made a conscious choice to withdraw himself from this process despite being fully aware of the consequences of doing and the second hearing proceeded without the tenant.

As the tenant has vacated the rental unit, an order of possession is no longer required and I consider that claim to have been withdrawn.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The tenancy began on August 26, 2007 and ended on or about March 31, 2010. The landlord testified that the rental unit was new in 2006. I address the landlord's claims and my findings around each as follows.

- [1] **Cleaning.** The landlord seeks to be compensated for the time spent performing cleaning at the rental unit. The landlord testified that the tenant failed to clean the rental unit and that as a result, he spent approximately 6 hours of cleaning for which he has set an hourly rate of \$50.00. I accept the landlord's undisputed testimony and I find that the tenant failed to clean the rental unit at the end of the tenancy. I find that the landlord is entitled to be compensated for the time spent cleaning, but find the rate he seeks to charge to be excessive. I find that an hourly rate of \$20.00 per hour is appropriate and I award the landlord \$120.00 for cleaning.
- [2] **Repairs.** The landlord seeks to recover monies spent repairing various items in the house which were damaged as well as his labour for effecting those repairs. The landlord gave evidence that each of the items in the following table were damaged and required repair or replacement. The landlord testified that he telephoned professionals to obtain the cost of replacing some of the items and that for those items for which no labour charge is claimed he either has not yet made the repairs (N/R) or is not charging for his labour (N/C).

Item requiring repair or replacement	Item cost	Labour
2 kitchen stove burners, collapsed into burner pan	\$57.21	N/C
2 stove drip pans, enamel burned off	\$ 8.24	N/C
3 halogen lights burned out	\$11.99	N/C
Light in stove hood fan with improper bulb	\$ 4.00	N/C
Cabinet stain requiring replacement of back piece	\$18.26	\$100.00
Blind on garden doors replaced as mechanism to	\$110.00	N/C

raise/lower was not functional		
Bathroom cabinet door gouged	\$75.00	N/R
Bedroom screen bent	\$40.00	N/R
Bedroom closet top track for door damaged	\$14.79	N/C
Baseboard damaged	\$27.86	\$50.00
Light fixture glass broken; glass no longer available therefore quotation is for cost of fixture replacement	\$90.00	N/R
Door seal/weatherstripping damaged as a result of prying door open	\$36.00	\$50.00
Replacement of left door due to prying door	\$122.00	\$50.00

The rental unit is 4 years old and some of the items therein, such as the cabinet, blind, doors and light fixture will have depreciated due to age. Residential Tenancy Policy Guideline #37 identifies the useful life of cabinets as 25 years, of blinds as 10 years, of doors as 20 years and of light fixtures as 15 years. I accept the landlord's undisputed testimony and find that the tenant damaged the items as described above. I find that the landlord is entitled to recover monies paid and I accept the quotations for replacement items which have not yet been purchased. I have discounted the items for depreciation. I accept the landlord's testimony regarding the amount of time he spent performing various repairs, but as I find his hourly rate to be excessive, I have applied a \$20.00 hourly rate.

Item requiring repair or replacement	Item cost	Labour
2 kitchen stove burners	\$ 57.21	N/C
2 stove drip pans	\$ 8.24	N/C
3 halogen lights	\$ 11.99	N/C
Light in stove hood fan	\$ 4.00	N/C
Cabinet stain; discounted 16% for depreciation	\$ 15.34	\$40.00
Blind on garden doors; discounted 40% for depreciation	\$ 66.00	N/C
Bathroom cabinet door; discounted 16% for depreciation	\$ 63.00	N/R
Bedroom screen	\$ 40.00	N/R
Bedroom closet top track for door	\$ 14.79	N/C
Baseboard damaged	\$ 27.86	\$20.00
Light fixture glass broken; discounted 25% for depreciation	\$ 67.50	N/R
Door seal/weatherstripping damaged as a result of prying door open	\$ 36.00	\$20.00
Left door replacement; discounted 20% for depreciation	\$ 97.60	\$20.00
Totals for cost and labour	\$509.53	\$40.00
Total award	\$549.53	

- [3] **Carpet cleaning.** The landlord seeks to recover \$28.00 as the cost of renting a steam cleaner and \$50.00 for the time he spent cleaning the carpet. The landlord testified that the tenant appeared to have not cleaned the carpet during the tenancy. I accept the landlord's undisputed testimony and find that the carpet required cleaning. I accept that it cost \$28.00 to rent the steam cleaner and find that the landlord is entitled to recover that sum. However, again I find that the landlord's hourly rate is excessive and I find that an hourly rate of \$20.00 is more appropriate. I award the landlord \$48.00.
- [4] **Rekeying.** The landlord seeks to recover the cost of rekeying the locks to the rental unit. The landlord testified that during the tenancy, the tenant had lost his keys and had replaced a deadbolt which was made by a different manufacturer than the lock on the door handle. The landlord seeks to rekey the locks so the deadbolt and door handle lock match. I accept the landlord's undisputed find that the tenant changed the deadbolt. I find that the landlord is entitled to recover the cost of rekeying the locks and I accept that a professional locksmith would charge \$56.00. I award the landlord \$56.00.
- [5] **Loss of income.** The landlord seeks to recover \$900.00 in lost income for the month of March. The landlord testified that the tenant gave notice on March 1 and vacated on March 31. He testified that he couldn't advertise the unit as a rental while the tenant was still in the unit because of the damage to the unit that required repair. The landlord testified that he placed several advertisements but ultimately decided that he did not want to continue renting the unit. Although the tenant should have given a full one month notice and given his notice to the landlord no later than February 28, there is no automatic penalty under the Act for failing to comply with the notice provision. The landlord must still prove that any loss of income was a direct result of the tenant's failure to give adequate notice. I find that as the landlord made a conscious decision to stop offering the unit for rent, any loss of income cannot be attributed to the tenant but to the landlord's decision to stop operating his business. The claim is dismissed.

[6] **Landlord's time.** The landlord seeks compensation for the time he spent coordinating repairs and determining where items could be purchased for the least cost. The landlord has an obligation under the Act to do what is reasonable to minimize his losses and I accept that he did exactly that. However, it seems counterintuitive to grant the landlord an award for saving the tenant money. I find that it would be unjust to visit on the tenant the cost of the landlord's time for this exercise, particularly as the landlord did not provide a comprehensive list of his savings as a result of shopping around. It could well be that the landlord's time well exceeds any benefit that arose from it. The claim is dismissed.

[7] **Tax.** The landlord seeks to recover \$101.37 in taxes which he claims will be payable should he have items replaced per the estimates he obtained. I have accepted the landlord's undisputed testimony regarding the estimates he obtained, but must keep in mind that these are only estimates and may or may not have included tax at the time they were quoted. I find that the landlord has not proven that he will suffer this loss and accordingly I dismiss this claim.

Conclusion

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

Cleaning	\$120.00
Repairs	\$549.53
Carpet cleaning	\$ 48.00
Rekeying	\$ 56.00
Total:	\$773.53

The landlord has established a claim for \$773.53 and I grant the landlord an order under section 67 for that sum. This order may be filed in the Small Claims Court and enforced as an order of that Court

Dated: June 18, 2010

Dispute Resolution Officer