

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord presented evidence showing that the tenant had been served with the application for dispute resolution and notice of hearing by ExpressPost at his mother's residence on March 4. The landlord testified that the tenant was living with his mother and that the landlord had called the mother's home to confirm that the tenant was residing there. Although the Act requires hearing documents served via Canada Post to be served by registered mail rather than ExpressPost, section 71(2)(b) of the Act permits me to find that a document has been sufficiently served for the purposes of the Act. I found that the application for dispute resolution and notice of hearing were sufficiently served and the hearing proceed in the tenant's absence.

Background, Evidence and Analysis

The tenancy began on September 1, 2008 and ended on or about April 30, 2009. Rent was set at \$1,175.00 per month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$587.50. I address the landlord's claims and my findings around each as follows.

[1] **Loss of income.** The landlord seeks to recover \$1,175.00 in loss of income for the month of May. The landlord testified that when he gained access to the rental unit at the beginning of May he discovered that the unit had not been adequately cleaned and that damage had to be repaired. The landlord began advertising the rental unit in mid-May and was unable to find another tenant for that month. I accept the landlord's undisputed testimony and I find that the tenant left the rental unit in a state that made it unsuitable for occupation for the month of May. I find

that the landlord is entitled to recover the income lost for that month and I award him \$1,175.00.

- [2] **Door & wall damage repair.** The landlord seeks to recover \$892.50 spent repairing damage to the doors and walls of the rental unit. The landlord testified that several doors were damaged and one door was completely removed and that there were three holes in the drywall that had to be repaired. The landlord entered into evidence an invoice showing that he paid \$892.50 to have new doors installed and the holes in the walls repaired. I accept the landlord's undisputed testimony and I find that the tenant caused damage to the doors and walls of the rental unit. I find that the landlord is entitled to recover the \$892.50 paid to repair the damages and I award the landlord that sum.
- [3] **Carpet replacement.** The landlord seeks to recover \$1,036.00 spent replacing a carpet in the rental unit that was damaged by pet urine. The landlord testified that the carpet was approximately 7-8 years old and that it had been ruined by pet urine. The landlord entered into evidence an invoice showing that he paid \$1,036.00 on a new carpet. I accept that the tenant caused damage to the carpet and that the landlord is entitled to be made whole. However, the carpet is 7-8 years old and the landlord's recovery must be limited to the value of a carpet that age. Residential Tenancy Policy Guideline #37 identifies the useful life of carpets as 10 years. I find that the tenant deprived the landlord of 25% of the useful life of the carpet and I find that the landlord is entitled to recover 25% of the cost of replacing the carpet. I award the landlord \$259.00.
- [4] **Linoleum replacement.** The landlord seeks to recover \$500.00 which is one half of the cost of replacing the linoleum in the kitchen of the rental unit. The landlord testified that the linoleum was approximately 5 years old and that it had a number of burn marks at the end of the tenancy. The landlord provided photographs of the burns. The landlord entered photographs into evidence as well as an invoice showing that he paid \$1,055.00 to have the linoleum in the kitchen and pantry replaced. The landlord testified that although the linoleum in the pantry, which was

equivalent in size to the kitchen, was not damaged, he replaced all the linoleum so it would match. I find that the useful life of linoleum should be 10 years and that the tenant deprived the landlord of half of the useful life of the kitchen linoleum. I award the landlord \$250.00 which is one half of the cost of replacing the kitchen linoleum.

[5] **Cleaning and garbage removal.** The landlord seeks to recover \$300.00 as the cost of cleaning the rental unit and removing garbage and items left behind by the tenant. The landlord testified that he spent almost one day cleaning the rental unit as the tenant did not appear to have done any cleaning and that he took 1 ½ loads of garbage to the dump. The landlord also removed the tenant's hockey equipment and returned them to the tenant when the tenant failed to remove them from the unit. The landlord entered into evidence photographs of the rental unit which shows that the unit required cleaning. I accept the undisputed testimony of the landlord and I find that the landlord is entitled to be compensated for the time spent cleaning the unit, removing garbage and returning the tenant's belongings to him. I find the claim for \$300.00 to be reasonable and I award the landlord that sum.

[6] **Blind replacement.** The landlord seeks to recover the cost of replacing blinds in the rental unit. The landlord testified that the blinds in the unit were either missing or damaged beyond repair. The landlord testified that the blinds were 7-8 years old and entered into evidence photographs of the damaged blinds as well as the windows which were missing blinds. The landlord entered three receipts into evidence, 2 of which were for \$84.41 and one for \$50.40. The receipts for \$84.41 appear to be identical including the time the transaction took place at the store. I accept the landlord's undisputed testimony and find that the landlord is entitled to recover the cost of replacing the blinds. However, depreciation of the blinds must be taken into account and as the aforementioned policy guideline identifies the useful life of blinds as 10 years, I find the tenant deprived the landlord of 25% of the useful life of the blinds. I find that the two receipts for \$84.41 are for the same transaction and I find that a total of \$134.81 was spent on blinds. I award the landlord \$33.70 which is 25% of the total paid.

[7] **Filing fee.** The landlord seeks to recover the \$50.00 paid to bring this application.
I find that the landlord is entitled to recover the fee and award the landlord \$50.00.

Conclusion

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

Loss of income	\$1,175.00
Door & wall damage repair	\$ 892.50
Carpet replacement	\$ 259.00
Linoleum replacement	\$ 500.00
Cleaning and garbage removal	\$ 300.00
Blinds	\$ 33.70
Filing fee	\$ 50.00
Total:	\$3,210.20

The landlord has established a claim for \$3,210.20. I order that the landlord retain the \$587.50 deposit and the \$3.15 in interest which has accrued to the date of this judgment in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2,619.55. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: June 16, 2010
