

Decision

Dispute Codes: MND, MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order as compensation for damage to the unit, site or property; compensation for damage or loss under the Act, regulation or tenancy agreement; retention of the security deposit, and recovery of the filing fee. The landlord participated in the hearing and gave affirmed testimony.

The landlord testified that her brother served the tenant in person at her place of work on or about March 12, 2010, with the application for dispute resolution and notice of hearing. However, the tenant did not appear at the hearing.

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 tenancy agreement, the month-to-month tenancy began on August 1, 2009. Rent in the amount of \$1,150.00 was payable in advance on the first day of each month. A security deposit of \$575.00 was collected on July 5, 2009. A move-in condition inspection and report were not completed at the outset of tenancy.

On January 8, 2010, the parties signed a mutual agreement to end tenancy document, pursuant to which the tenant was to vacate the unit by 12:00 p.m., Sunday, January 31, 2010. New renters were on-hand to move into the unit on January 31, 2010, however, as the tenant was not ready to vacate the unit and as she is alleged to have been verbally abusive to the landlord, police were called and the landlord voluntarily agreed to permit the new renters to withdraw from the tenancy agreement.

The tenant did not actually vacate the unit until sometime on Monday, February 1, 2010. As tension existed between the landlord and the tenant, no agreement was reached around completing a move-out condition inspection and report, and the tenant did not provide the landlord with a forwarding address. Upon inspecting the unit herself after the tenant had vacated, the landlord found that the carpet had not been cleaned, and that other cleaning, painting, repairs and rubbish removal were required. Subsequently, the unit was re-rented effective March 1, 2010 at a monthly rent of \$1,300.00.

Evidence submitted by the landlord includes, but is not limited to, photographs, receipts and a copy of the tenancy agreement entered into with the renters who had committed to take possession of the unit February 1, 2010 for a monthly rent of \$1,300.00.

Analysis

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

The separate aspects of the landlord's application and my findings around each are set out below.

\$357.00*: *bathtub refinish*. Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find the landlord has established entitlement to the full amount claimed.

\$149.10*: *carpet cleaning*. Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find the landlord has established entitlement to the full amount claimed.

\$50.38: *treatment for fleas*. Two receipts were submitted into evidence for the amounts of \$19.03 & \$31.35, however, they are non-specific as to the product purchased. Further, there is no provision in the tenancy agreement whereby pets are prohibited, and the landlord herself has dogs in the upstairs

portion of the house. In the result, I find there is insufficient evidence available for me to find the tenant responsible for this cost.

\$20.00: *ceiling paint*. In the absence of a receipt, I hereby dismiss this aspect of the landlord's claim.

\$90.00: *labour for repair to ceiling* (2 hrs. x \$45.00 /hr.) Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find the landlord has established entitlement to \$40.00*, calculated on the basis of 2 hrs. x \$20.00 /hr.

\$60.00*: *cleaning in the unit and rubbish disposal* (3 hrs. x \$20.00 /hr). Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find the landlord has established entitlement to the full amount claimed.

\$1,300.00: *loss of rental income for February 2010*. Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find the landlord has established entitlement to \$325.00*, which is the equivalent of one week's rent calculated on the basis of monthly rent of \$1,300.00 ($\$1,300.00 \div 4$). This entitlement takes into consideration the tenant's overholding of the unit, the time required by the landlord to undertake cleaning and repairs, and the landlord's decision to waive the tenancy agreement with renters who were available to take possession of the unit February 1, 2010.

\$50.00*: *filing fee*. As the landlord has achieved some success in this application, I hereby find that she is entitled to recover the full amount claimed.

Total: \$981.10

Following from the above, I find that the landlord has established a claim of \$981.10. I order that the landlord retain the security deposit of \$575.00, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$406.10 (\$981.10 - \$575.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of \$406.10. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: July 6, 2010

Dispute Resolution Officer