



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: MNR, MND, MNSD, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent and to recover the costs of repair and cleaning of the rental unit. The landlord also applied for the recovery of the filing fee and to retain the security deposit in partial satisfaction of his claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Has the landlord established a claim for unpaid rent and costs incurred to repair and clean the rental unit? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on September 01, 2008 and ended on April 01, 2010. The rent was \$1,600.00 due in advance on the first day of each month. Prior to moving in the tenant paid a security deposit in the amount of \$800.00 and a pet deposit of \$800.00.

The landlord stated that the tenant did not pay rent for the month of March and moved out at the end of the month. The landlord stated that the tenant agreed to return to the rental unit to clean up and do a move out inspection but did not show up at the appointed time. The landlord called the tenant and he advised the landlord that he did not intend to return.

The landlord found the carpet badly stained and rented a commercial grade steamer to clean it, but was unable to remove the stains. The landlord filed photographs that depicted the carpet in several areas of the home that was heavily stained.

Since he was unsuccessful at cleaning the carpet, the landlord decided that he would have to replace the flooring. The age of the carpet is approximately 7 to 8 years old and the landlord stated that it would cost him approximately \$1,200.00 if he did it himself.

The new occupant moved in on April 01 and shortly after, reported the presence of fleas in the home. The landlord stated that the tenant had two dogs and five cats and the unit had to be fumigated at a cost of \$236.25. The landlord has filed a receipt to support his claim. The tenant argued that the fleas were present in the unit prior to the start of the tenancy and therefore he was not responsible for the cost of fumigation. The landlord stated that the tenant did not inform him about the presence of fleas until approximately one year into the tenancy.

The landlord has also claimed the cost of dumping garbage, dropping off paint cans, fixing a kitchen light, 20 hours of labour and the filing fee

The landlord is claiming the following:

1.	Rent for March 2010	\$1,600.00
2.	Carpet steam cleaner rental and cleaning supplies	\$135.60
3.	Replace flooring	\$1,200.00
4.	Fumigation	\$236.25
5.	Dump fees	\$49.00
6.	Fix Kitchen light	\$26.69
7.	Paint disposal	\$50.00
8.	Labour 20 hours @ \$34.50/hour	\$690.00
9.	Filing fee	\$50.00
	Total	\$4,037.54

Analysis

1. Rent for March 2010

The tenants agreed that they did not pay rent for March. Therefore, I find that the landlord is entitled to \$1,600.00

2. Carpet cleaning

The landlord filed photographs that depict extensive staining of the carpet in several areas of the home. Therefore, I find that the landlord has established a claim of \$135.60 which represents the cost of hiring a carpet steam cleaner plus cleaning supplies.

3. Replace Flooring

The photographs were taken after the landlord used the steam cleaner and these photographs depict a carpet that is extensively stained in several areas of the home and in need of replacement. The landlord estimated that it would cost him approximately \$1,200.00 to replace the flooring, if he did it himself.

Residential Tenancy Policy Guideline #37 estimates the useful life of a carpet to be ten years. Since the carpet is approximately 7.5 years old, I will award the landlord the prorated value of 2.5 years which represents the balance of the useful life of the carpet if the tenants had not stained it. Accordingly, I award \$300.00 to the landlord, towards the cost of replacing the flooring.

4. Fumigation

The landlord has filed evidence to support his claim of having fumigated the unit on April 12, 2010. Therefore, I find that the landlord is entitled to the cost of fumigation, in the amount of \$236.25.

5. Dump fees

The tenant agreed to pay the dump fees of \$49.00

6. Kitchen light

The tenant agreed to cover the cost of fixing the light in the amount of \$26.69.

7. Paint disposal

The tenant agreed that he had left cans of paint behind. The landlord had to make an extra trip to the safe disposal site. Accordingly, I find that the landlord is entitled to his claim of \$50.00 for the disposal of the paint cans.

8. Labour costs

The landlord stated that he and his spouse put in at least 20 hours of labour to clean up the unit. Based on the photographs that the landlord filed, it appears reasonable that 20 hours of cleaning were required to render the unit suitable for the next occupant. However, I find that the rate per hour that the landlord is claiming is unreasonable and I will award the tenant \$17.50 per hour as suggested by the tenant who is a professional cleaner. Accordingly I will award the landlord \$350.00 towards the time spent, cleaning the unit.

9. Filing fee

Since the landlord has proven the majority of his claim, I find that he is entitled to the recovery of the filing fee of \$50.00.

Overall, the landlord has established a claim of \$2,797.54. I order that the landlord retain the security deposit of 1,600.00 and interest of \$9.05 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,188.49. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$1,188.49**

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: August 17, 2010.

Dispute Resolution Officer