



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, MNSD, & FF

Introduction

This hearing dealt with an application by the landlord seeking a monetary claim related to loss of rent and cost due to cleaning and repairing the rental unit. Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross examine the other party, and make submissions to me.

Issues(s) to be Decided

Has the tenant breached the tenancy agreement, *Act* or regulations entitling the landlord to monetary relief?

Background and Evidence

This tenancy began on June 1, 2010 for the monthly rent of \$625.00 and a \$312.50 security deposit. The tenancy ended on August 1, 2010 when the tenant vacated the rental unit without proper notice. The tenant stated that she vacated on short notice because she knew she could not meet the requirements of the tenancy agreement and believed that it would be better for the landlord.

The landlord seeks the following monetary claim:

Loss of rental income for August 2010	\$625.00
Repairs to the walls in the rental unit and to weather stripping in door	\$121.00
Cleaning walls and over plus cleaning supplies	\$36.00
Recovery of filing fee paid for this application	\$50.00
TOTAL	\$952.00

From this sum the landlord seeks to retain the tenant's security deposit of \$312.50 in partial satisfaction. The landlord provided a copy of the move in and move out condition inspection report, photographs of the alleged damages and copies of the receipts for the work completed as part of this application.

The tenant disputes some of the damages claimed by the landlord; however acknowledged that she vacated the rental unit on short notice and in a damaged condition. The tenant stated that some of the damage was present prior to the start of the tenancy, such as the busted shelf in the kitchen which left some larger holes in the wall. The tenant also argued that the carpet is over 7 years old and denies causing any damage to the carpets or any requirement that the carpet be deodorized. The tenant also argued that she completed some of the work on repairing the walls.

The landlord acknowledged that the tenant put mud on the walls to help repair the holes; however, the job was not completed and the landlord was required to finish the repair. The landlord stated that the carpet required cleaning due to the smell of pet urine.

Analysis

I grant the landlord's application. Based on the evidence before me and on the balance of probabilities I accept the evidence of the landlord that the rental unit was left in an unclean and damaged condition contrary to section 32 of the *Act*.

I do not accept the tenant's argument that some of the damage was pre-existing. I have relied on the move in condition inspection report which the tenant signed as the baseline for the condition of the rental unit at the start and at the end of the tenancy. Although I acknowledge that the tenant made an attempt to repair some of the damage, the tenant did not complete the work. I accept the modest cost the landlord has submitted to complete the work.

Although I would normally agree with the tenant's submission that she should not be responsible for carpet cleaning costs after such a short tenancy, I find that the smell of cat urine justifies the landlord's claim. I find that since the carpet was damaged by the tenant's pet she is responsible for the costs to clean and deodorize the carpets.

Finally, I grant the landlord's request for one month loss of rent due to the tenant's failure to end the tenancy in accordance with section 45 of the *Act* for the sum of \$625.00.

I find that the landlord has established a total monetary claim for the sum of \$952.00. From this sum I Order that the landlord may retain the tenant's security deposit of \$312.50 in partial satisfaction of this claim leaving a total balance of **\$639.50**.

Conclusion

The landlord's application is granted. I find that the landlord has established a monetary claim due to breach of the tenancy agreement by the tenant for the sum of **\$639.50**. This Order must be served on the tenant. This Order may be filed with the Province of British Columbia Small Claims Court 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: November 08, 2010.

Dispute Resolution Officer