



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes FF, MND, MNSD, O

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$3849.48 and a request for an order allowing the landlord to keep the full security deposit towards this claim.

Background and Evidence

The applicant testified that:

- The tenant did not give the proper Notice to End Tenancy. Her notice was given on about the fifth or sixth of July 2010 and she vacated on July 17, 2010.
- They attempted to re-rent the unit, but due to the condition in which it was left and the amount of work needed to be done, they were unable to re-rent it right away, and as a result they lost \$365.00 in rental revenue.
- The tenant also left the carpets extremely stained and dirty and although they had professional cleaners in, they would not come clean and large stains

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remained. As a result the carpets, which were only about seven years old at the end of the tenancy, had to be replaced.

- The tenant had requested permission to paint the rental unit, as she did not like the colors that were in place and it was agreed that she could have the unit painted as long as it was done professionally.
- At the end of the tenancy it was found that the painting was incomplete and certainly not up to professional standards, as there are spots where there was paint missing and other spots where paint was on the baseboards or mouldings.
- As a result the landlords will have to have the unit repainted.
- The tenant also left stains of some sort on the patio stones which will have to be replaced.
- The tenant had refused to participate in both the move in and move out inspections

The applicants are therefore requesting a claim as follows:

lost rental revenue	\$365.00
Replace carpets- materials	\$1420.08
Replace carpets- labour	\$448.00
Estimated cost to repaint	\$900.00
Estimated cost to replace patio stones	\$100.00
Filing fee	\$50.00
Total	\$3596.68

The respondent testified that:

- She did not give the proper Notice to End Tenancy, but had to move due to a medical condition.
- She was confined to a wheelchair and was unable to get the wheelchair through the bathroom door of the rental unit.

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- She gave her Notice to End Tenancy on July 5, 2010 and then vacated on July 17, 2010.
- She advertised the rental unit for rent, and although she did find some people willing to rent the unit the landlord did not accept them.
- She had the carpets professionally cleaned when she moved out and she does not recall ever seeing a red spot or bleach spots on the carpets.
- The landlord allowed her to paint the unit, and she did the best job she could.
- At no time did she ever spill any kind of oil on the patio stones.

In response to the tenant's testimony the landlords testified that:

- The tenant did send some prospective tenants to them however, they had also interviewed some tenants, and they chose the most suitable tenant for the rental unit.
- The main reason for the lost rental revenue was due to the condition of the rental unit, as prospective tenants informed them they would not rent the unit unless the carpets were replaced.

Analysis

My decision that the landlords have shown that the tenants failure to give a proper Notice to End Tenancy did result in the loss of rental revenue and I therefore allow their claim for lost rental revenue.

It is also my finding that the tenant left the carpets in the rental unit badly stained and in need of replacing. The tenants own photo evidence shows the carpets to be in poor condition and I therefore allow the full claim for carpet cleaning, and a portion of the landlords claim for replacing the carpets. I have not allow the full amount for replacing the carpets, because carpets have an expected lifespan of approximately 10 years and

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since these carpets were seven years old at the end of the tenancy, they are considered 70% depreciated. I will therefore allow 30% of the cost of replacing the carpets.

I will only allow one half the claim for painting, because the landlord's gave the tenant permission to paint the rental unit and although they claim that she was told she had to have it done professionally, there is no evidence to support that claim. I have allowed one half the amount because, although the landlords have not proven that she was to have it done professionally, they have shown that she did do a poor job of painting.

I will allow the claim for replacing the patio stones, as there is no evidence to show the stones were stained prior to the tenancy, and the photo evidence shows that they are obviously stained at the end of the tenancy.

I also allow the claim for the filing fee, as I have allowed a large portion of the applicants claim.

Therefore the total amount of the claim that I have allowed is as follows:

lost rental revenue	\$365.00
30% of carpet replacement- labour	\$134.40
Carpet cleaning	\$313.60
One half cost of repainting	\$450.00
Replace patio stones	\$100.00
Filing fee	\$50.00
Total	\$1839.26

Conclusion



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I have allowed \$1839.26 of the applicants claim. The applicants may therefore retain the full security deposit of \$400.00, and I have issued an order for the respondent to pay \$1439.26 to the applicants.

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 12, 2010.

Dispute Resolution Officer