



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: MND, MNSD, MNR, MNDC, FE, O

Introduction

This is the Landlord's application for a Monetary Order for damages to the rental unit and compensation for damage or loss; to apply the security deposit towards its monetary award; and to recover the cost of the filing fees from the Tenant for this application and a former application.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that she mailed the Notice of Hearing Documents, by registered mail, to the Tenant at her new address on July 9, 2010. The Landlord testified that she checked the Canada Post tracking website and the Tenant signed for the documents on July 14, 2010. The Landlord provided a copy of the registered mail receipt and tracking number in evidence.

I find that the Landlord duly served the Tenant with the Notice of Hearing documents in accordance with the provisions of Section 89(1)(c) of the Act. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

Issue(s) to be Decided

- (1) Is the Landlord entitled to a Monetary Order for damages to the rental unit and compensation for damage or loss?

Background and Evidence

The tenancy began on March 1, 2009. A copy of the tenancy agreement was entered in evidence. Monthly rent was \$850.00 per month, due on the first day of each month. The Tenant paid a security deposit in the amount of \$425.00 and a pet damage deposit in the amount of \$100.00 at the beginning of the tenancy.

The Tenant agreed to end the tenancy at the end of March, 2010. The Tenant did not move out until April 7, 2010. The rental unit was pristine and freshly painted at the beginning of the tenancy.

The Tenant left the rental unit in a shocking state of filth at the end of the tenancy and the Landlord is applying for recovery of the costs of: three dump runs to dispose of garbage; fumigation of the rental unit against fleas, silverfish, flies and carpet beetles; painting the rental unit; replacing carpets and linoleum; replacing the refrigerator; cleaning supplies; and the cost of hiring a contractor to do the repairs. The Landlord testified that the smell would not come out of the refrigerator and she had to replace it with a used one of comparable value. The Landlord testified that the Tenant had cats, dogs and caged rodents in the rental unit and the smell from animal pee and rotting garbage was overpowering.

The Landlord testified that she replaced the carpets with laminate floors and the linoleum with tile. The Landlord reduced her claim in the amount of 10% for replacing floors to account for the difference in cost between carpets and laminate, and linoleum and tile.

The Landlord also seeks loss of rent for the month of April and ½ of May, which is when the Landlord completed the repairs. The rental unit was re-rented on June 1, 2010. The Landlord seeks to recover the cost of a filing fee she paid for an Application filed March 5, 2010, for an early end of tenancy.

The Landlord provided photographs of the rental unit and copies of invoices and an estimate from a contractor for remediating the rental unit in support of her monetary claim.

Analysis

I dismiss the Landlord's claim for recovery of the filing fee from the previous Application. The Landlord filed her Application for an early end to tenancy on March 5, 2010, and did not pick up her Notice of Hearing documents. Therefore, the Hearing was cancelled by the Residential Tenancy Branch. The Landlord reached an agreement with the Tenant that she could stay until the end of March, 2010. Orders of Possession for early ends to tenancies are much more immediate. Therefore, this portion of the Landlord's claim is dismissed.

The Landlord did not provide sufficient documentary evidence to support her claim with respect to the cost of hiring a contractor. The document provided is an estimate only. However I am satisfied that the Landlord incurred costs in remediating the rental unit, and allow her a nominal amount of \$100.00.

The photographs of the rental unit entered in evidence show extreme filth, and discarded furniture and other household items. Paint has been completely chewed off the walls approximately 1 foot up from the baseboards. Hundreds of dead flies are on the window sills. Bags of garbage are in the driveway. The Landlord also provided photographs of the rental unit taken during the remediation. Based on the undisputed testimony of the Landlord and the documentary evidence in support of her claim, I find that the Landlord has established a monetary award, as follows:

Loss of rent for April and ½ of May, 2010	\$1,275.00
Nominal award for cost of remediation (labour)	\$100.00
Dump runs	\$39.15
Replace flooring, including transitions and reducers less 10% for cost	\$576.14

of flooring	
Cost of fumigating the rental unit	\$210.00
Cost of used fridge	\$350.00
Painting supplies, oven fan grill, deadbolt and mouldings	\$925.51
Cleaning supplies	<u>\$64.16</u>
TOTAL MONETARY AWARD	\$3,539.96

Pursuant to the provisions of Section 72(2)(b) of the Act, the Landlord may apply the security deposit and pet damage deposit towards partial satisfaction of her monetary award. The Landlord has been partially successful in her claim and is entitled to recover the cost of the filing fee from the Tenant.

I hereby provide the Landlord with a Monetary Order in the amount of \$3,064.96 (\$3,539.96 plus \$50.00 filing fee, minus the security and pet damage deposits).

Conclusion

I hereby provide the Landlord with a Monetary Order in the amount of **\$3,064.96** against the Tenant. This Order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) 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 30, 2010.
