



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes: MNR, MNSD, MNDC

Introduction

This hearing was convened in response to an application filed by the landlord seeking:

1. A monetary order for unpaid rent;
2. A monetary order for damage and/or compensation;
3. An order to be allowed to retain the security deposit; and
4. A monetary order to recover the filing fee paid for this application.

Both parties appeared at the hearing of this matter and gave evidence under oath.

Summary of Background

The parties confirmed that this tenancy began on December 16, 2008 at which time the tenant paid a security deposit of \$342.50. Rent of \$685.00 was due and payable on the first day of each month. The landlord served a 10 day Notice to End Tenancy for October rent on the tenant in person on October 17, 2010.

The tenant testified that when he was served with the 10 day Notice to End Tenancy that he supplied the landlord with a written notice also dated October 17, 2010. That notice was submitted in writing and it states:

I, DB, hereby give my 30 day notice to be out on Nov. 15/2010

(full name removed for privacy purposes)

The landlord says the tenant vacated the premises on October 23, 2010 without paying October's rent and leaving the rental unit damaged and dirty. The landlord claims the following costs:

Unpaid October rent	\$685.00
Loss of rental income November	685.00
Inspection of Damage and initial clean up	131.03
Proof of service of 10 day Notice to End Tenancy	53.80
Coast Services – repair of suite	1,657.40
Total	\$3,212.23

The landlord testified that he could not re-rent the rental unit for November 1, 2010 because the tenant left it in a mess and damages. With respect to repairs and cleaning of \$1657.40 claimed above, the landlord has supplied an invoice from Coast Home Services breaking down these costs as follows:

2 Gallons of Paint, 2 rollers, tape and plastic	252.00
Bedroom Door	72.00
Fridge Parts	79.00
Labour – cleaning window sills, oven, dryer, fridge cupboards, floors	240.00
Cleaning carpet	100.00
Order and install fridge parts	30.00
Paint – 4 rooms and ceiling (2 coats)	600.00
Repair drywall – 2 hours	100.00
Replace Bedroom Door	50.00
HST	134.40
Total	1657.40

The landlord has provided receipts for the following:

BC Ferries Fare	54.85
BC Ferries Meal	12.75
Gibson's Building	19.03
BC Ferries – Snack	4.48
BC Ferries Fare	53.80
Black Fish Pub	53.74
Coast Reporter – newspaper advertisement for rental unit	18.76
Canada Post	15.28
Total	232.69

The tenant admits that he broke the bedroom door and that he did attempt to fix the hole in the wall but was unable to complete one hole. The tenant admits he broke the fridge door and that he broke the bedroom door. The tenant says that the painting should be normal wear and tear as the tenancy had lasted for 2 years. The landlord

says the tenant smoked in the rental unit contrary to the tenancy agreement and this as well as the holes necessitated the painting.

Analysis and Findings

The tenant did not pay October's rent. The evidence of both parties is that the tenant vacated the rental unit on October 23, 2010. I therefore find the tenant is responsible for October's rent. The tenant submitted evidence that he supplied a written notice to the landlord that he intended to vacate the rental unit on November 17, 2010. Further, the evidence is that the tenant did not properly clean the rental unit and repairs were required. I therefore find that having had a notice that the tenant intended to stay until November 17 and having to clean and make repairs that it was impossible for the landlord to re-rent the unit for November 1 or November 15. I therefore find that the tenant is responsible for November's rent as well.

With respect to the landlord's claim for repairs and cleaning I will allow the following:

Labour – cleaning window sills, oven, dryer, fridge cupboards, floors	240.00
Cleaning carpet	100.00
Paint – 4 rooms and ceiling (2 coats)	600.00
Repair drywall – 2 hours	100.00
Total	1040.00

Although the tenant admits he damaged the fridge and the bedroom door, the costs of these repairs has not been proven by way of receipts, therefore, in respect of those repairs and the painting the following claims are not allowed:

2 Gallons of Paint, 2 rollers, tape and plastic	252.00
Bedroom Door	72.00
Fridge Parts	79.00
Coast Reporter – newspaper advertisement for rental unit	18.76
HST	134.40
Total	556.16

The following claims are also not allowed because there is no provision in the Act to award costs other than the costs of filing the claim (\$50.00):

BC Ferries Fare	54.85
BC Ferries Meal	12.75
Gibson's Building	19.03
BC Ferries – Snack	4.48
BC Ferries Fare	53.80
Black Fish Pub	53.74
Canada Post registered mail receipts	15.28
Total	213.93

The landlord requests to be allowed to retain the security deposit in partial satisfaction of this claim and I will grant an order in that regard.

Having been successful in this application I also find that the landlord is entitled to recover the \$50.00 filing fee paid for this application.

Total Award in favour of the landlord:

Unpaid October rent	\$685.00
Loss of rental income November	685.00
Repairs and cleaning	1,040.00
Filing Fee	50.00
Less security deposit and interest	-342.72
Total	\$2,117.28

Conclusion

The landlord is provided with a formal Order in the above terms. The tenant must be served with a copy of the order as soon as possible. Should the tenant fail to comply with the Order the Order may be filed an enforced as an Order of the Provincial Court of British Columbia.

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*.
