



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MND, MNDC, MNSD, O

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for loss of income?

Is the landlord entitled to a monetary order for the costs of cleaning and repair of damages?

### Background and Evidence

The tenancy began on or about April 1, 2009 and ended January 31, 2011. Rent in the amount of \$1800.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$900.00 and also a \$900.00 pet deposit. Both parties agreed that a move in or move out condition inspection was not done. The landlord provided extensive documentary evidence including photos and receipts. The tenant did not provide any disputing documentary evidence. The landlord testified to the following; that the unit was left in an unreasonable condition and required extensive cleaning, painting and new flooring, the carpet was about ten years old but was in excellent condition prior to move in, the paint

was 5-10 years old but in good condition and that the tenancy agreement stated that this was to be a non smoking unit. The landlord is seeking \$2464.00 in painting costs and \$5344.13 for the costs of flooring. The tenant admitted the following during his testimony; that they had smoked in the unit, many of the stains on the carpet were due to his pets, they had tried to paint the bathroom to cover the smell of smoke but did not complete it and left it in a “sloppy” condition, the tenants had backed into the garage wall and damaged it.

### Analysis

I accept the landlord's testimony. In the tenants own testimony he admitted that the two cats and two dogs had caused many stains, he had been negligent by breaching the non smoking clause as part of the tenancy agreement, causing damage and leaving the unit in an unsuitable condition.

The landlord has established a claim to the following; due to the age and condition of the paint and flooring of the unit I am awarding the landlord a 50% prorated amount for his claim in regards to those specific items, the landlord is entitled to the equivalent of one half months rent as loss revenue as it was not possible to do these repairs while the unit was occupied and labour for repairs, cleaning and cleaning supplies. The breakdown of the compensation is as follows:

1. Labour and cleaning supplies	\$1111.49
2. Loss of Revenue	900.00
3. 50% of Painting Costs	1232.00
4. 50% of Flooring Costs	2672.07
 Total Compensation	 <u>\$ 5915.56</u>

As for the monetary order, I find that the landlord has established a claim for \$5915.56. The landlord is also entitled to recovery of the \$100.00 filing fee. Although no condition inspection was not performed, Section 72(b) of the Act allows any payment towards the landlord from the tenant to be taken from any security deposit and pet deposit accordingly I order that the landlord retain the \$900.00 security deposit and the \$900.00 pet deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$4215.56. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The landlord is granted an order of possession and a monetary order for \$4215.56. The landlord may retain the security deposit.

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: April 18, 2011.

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Residential Tenancy Branch

