



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes: *MND, MNR, MNDC, MNSD, FF.*

Introduction.

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost of repairs, loss of income, replacement of appliances and the filing fee. The tenant applied for the return of the security deposit.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order to recover the cost of repairs, appliances, loss of income and the filing fee? Is the tenant entitled to the return of his security deposit?

Background and Evidence

The tenancy started on June 01, 2008 and ended on October 31, 2010. The rent was \$1,200.00, due on the first day of each month. Prior to moving in, the tenant paid a security deposit of \$600.00.

On October 03, 2010, the tenant served the landlord with notice to end the tenancy effective October 31, 2010. Both parties agreed that the tenant had verbally served notice to end the tenancy at the end of September.

The landlord stated that the tenant refused to do a move out inspection and left without providing the landlord with a forwarding address. On November 30, 2010 the tenant applied for the return of his security deposit. Upon serving the landlord with the notice of hearing, the landlord obtained the tenant's address and filed this application.

The tenant stated that he left the unit in a clean condition and filed photographs depicting the condition of the unit as he left it. The tenant agreed that he had personally cleaned the stove but had not done a very good job. He also agreed that he had used

double sided sticky tape to fix a rug to the floor of the utility room and when he removed the tape, the paint on the concrete floor came off.

The landlord stated that the tenant did not clean the unit properly and filed photographs depicting the condition of the unit. The landlord also stated that the tenant caused damage to the blinds in the living room, broke a fan in the master bedroom and broke a window latch. The landlord is claiming the cost of repairs.

The landlord is also claiming loss of income for November as the tenant did not provide adequate notice to end the tenancy and for the cost of advertising.

The landlord is claiming the following:

1.	Cost of cleaning	\$360.00
2.	Carpet cleaning	\$159.00
3.	Replace blinds	\$145.00
4.	Replace fan in bedroom	\$48.00
5.	Washer and dryer	\$600.00
6.	Paint for utility room floor	\$185.00
7.	Window latch	\$50.00
8.	Loss of income for November	\$1,200.00
9.	Advertising	\$482.77
	Total	\$3,229.77

The landlord did not file any documents to support the cost she incurred for the above, except for receipts for the cost of advertising and a quote for cleaning.

Analysis

Landlord's application:

1. Cost of cleaning \$360.00

The landlord stated that the unit was not cleaned adequately and states she hired two professional maids for six hours of cleaning. The landlord did not file a receipt or any evidence that she incurred this cost. The tenant stated that he cleaned the unit adequately except for the stove. Based on the evidence and testimony of both parties, I grant the landlord \$30.00 for one hour of cleaning.

2. Carpet cleaning \$159.00.

The landlord provided a quotation from a professional carpet cleaning company, but did not file a receipt of having used their services. Therefore the landlord has not proven her claim for \$159.00.

3. Living room blinds \$145.00

The tenant stated that he did not use the blinds and left them in the closed position through the tenancy. He also stated and the landlord agreed that the tenant had replaced two blinds in the hallway. The landlord did not file any evidence of having replaced other blinds and therefore her application for \$145.00 is dismissed.

4. New fan for bedroom \$48.00

The landlord stated that the fan was broken. The tenant denied having broken the fan. In the absence of evidence to prove that the tenant was negligent and to support the amount of the landlord's claim, I must dismiss this claim.

5. Washer and Dryer \$600.00

Section 37 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. As per this policy, the useful life of a washer and dryer is ten years. The landlord was not sure of the age of the machines but stated that they were older than five years. In the absence of evidence to support the landlord's claim for \$600.00 to replace the machines, I dismiss this portion of the landlord's claim.

6. Paint \$185.00

The tenant agreed that he used double sided sticky tape on the floor of the utility room and that when he removed the tape, the paint came off. Pursuant to section 37 of the *Residential Tenancy Policy Guideline* Section 37, the useful life of interior painting is four years. The landlord stated that the unit was seven years old and therefore I find that the paint had outlived its useful life and would be required to be repainted in any case. Accordingly, the landlord's claim for \$185.00 for painting is dismissed.

7. Window latch \$50.00

The landlord has not filed any evidence to support this claim and therefore it is dismissed.

8. Loss of income for November \$1,200.00

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Based on the testimony of both parties, I accept the landlord's evidence in respect of the claim. In this case the tenant did not give the landlord adequate notice to end the tenancy, thereby causing the landlord to suffer a loss of income for the month of November 2010. Accordingly, I find that the landlord is entitled to **\$1,200.00**, which is the loss that she suffered.

9. Advertising \$482.77

Advertising is the cost of doing business as a landlord and therefore the landlord must bear the cost of advertising.

Overall the landlord has established a claim for the following:

1.	Cost of cleaning	\$30.00
2.	Loss of income for November	\$1,200.00
	Total	\$1,230.00

The landlord has proven a portion of her claim and is therefore entitled to a portion of the filing fee of \$50.00. Accordingly I award the landlord \$25.00 towards the filing fee for a total claim of \$1,255.00

I order that the landlord retain the security deposit of \$600.00 and interest of \$5.26 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$649.74. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$649.74**.

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 12, 2011.

Residential Tenancy Branch