



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for loss of income, costs for cleaning and repairs to the rental unit and the filing fee. The landlord also applied to retain the security deposit.

This hearing was originally scheduled for May 06, 2011 and was adjourned to allow the tenant time to respond to the landlord's evidence. The Residential Tenancy Branch notified both parties of the rescheduled hearing. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for loss of income, cleaning and repair costs and for the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on August 15, 2009 for a fixed term of one year. The rent was \$1,495.00 due on the 15th of each month. The tenant paid a security deposit of \$747.50. A month prior to the end of the term, the parties engaged in a discussion to extend the tenancy. The landlord wanted another fixed term while the tenant wanted a month to month tenancy. They were unable to come to a mutual agreement and therefore on August 14, 2010, the tenant moved out.

The landlord stated that the tenant left the unit in a messy condition and she was unable to rent it out until January 2011. The landlord stated that the carpet was destroyed by the tenant's pets and required several treatments along with drying time. Eventually the carpet had to be disposed off due to the persistent odour and the sub floor had to be treated as well. The landlord replaced the carpet with laminate because she stated that it was more economical to do so. The landlord also filed photographs depicting the damage to the rental unit and includes a photograph of an interior door that has extensive damage. The landlord has also filed evidence of the cost she incurred for cleaning, repairs and to replace the flooring.

The landlord is claiming the following:

1.	Flea extermination	\$57.11
2.	Cleaning	\$155.00
3.	Garbage can	\$22.39
4.	Professional carpet cleaning	\$214.20
5.	Specialty carpet cleaning	\$696.64
6.	Replace interior door	\$132.55
7.	Paint and supplies	\$175.28
8.	Baseboards	\$153.48
9.	Door shelves in refrigerator	\$96.32
10.	Laminate floor	\$1,139.58
11.	Labour for flooring	\$3,000.00
12.	Cost to install original carpet	\$530.24
13.	Cost of original carpet minus depreciation	\$2,377.38
14.	Repair railing	\$60.00
15.	Replace locks	\$198.57
16.	Rent for August 15 to December 15, 2010	\$5,980.00
	Total	

Analysis

Based on the undisputed verbal testimony of the landlord and documentary evidence filed by both parties, I find as follows:

1. Flea extermination - \$57.11

The landlord has filed proof of purchase of pesticide and therefore has proven her claim for \$57.11

2. Cleaning - \$155.00

The landlord filed a receipt for the pesticide treatment and general cleaning. I find that the landlord is entitled to her claim.

3. Garbage can - \$22.39

The landlord stated that her garbage can went missing. I find that the landlord has not proven that the tenant took the can and therefore her claim is dismissed.

4. Professional carpet cleaning - \$214.20

The landlord filed receipts for professional carpet cleaning and special bio treatment for pet odors that was done in multiple treatments starting on September 09, 2010. The landlord has filed a note stating that this company told her that it was not possible to clean the carpets. However, since the landlord attempted to clean first rather than replace the flooring, I find that she has established her claim for \$214.20.

5. Specialty carpet cleaning - \$696.64

Despite knowing that it was not possible to clean and rid the carpet of pet odor, the landlord hired a specialty carpet cleaning company. The landlord filed evidence of having incurred a cost of \$696.64 for the service starting mid October. A letter from the company advised the landlord that the odor had penetrated the wood of the subfloor and baseboards and therefore could not be removed. The landlord eventually replaced the flooring. Based on the landlord's verbal testimony and documentary evidence, I find that the landlord was advised by the carpet cleaning company that it was not possible to clean the carpet and despite being aware of this fact, she continued to hire the services of a specialty carpet cleaning company. Therefore I find that the landlord must bear this cost.

6. Replace interior door - \$132.55

The landlord has not filed evidence of having incurred this cost. An information sheet lists the cost of the door at \$37.99. In a note to the landlord, the tenant agreed to pay \$100.00 to cover the cost of replacing the door. Accordingly, I award the landlord \$100.00.

7. Paint and supplies - \$175.28

Section 37 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the painting. As per this policy, the useful life of interior painting is four years. The landlord stated that the house was painted in July 2009 and therefore by the end of the tenancy in August 2010, the painting had three years of useful life left. Accordingly, I find that the landlord is entitled to \$131.46 which is the prorated value of the remainder of the useful life of the painting.

8. Baseboards - \$153.48

Due to the odor the landlord had to replace the baseboards. Therefore I find that the landlord is entitled to \$153.48.

9. Door shelves in refrigerator - \$96.32

The landlord did not file any evidence to support her claim. Therefore her claim is dismissed.

10. Laminate flooring - \$1,139.00

11. Labour to install flooring - \$3,000.00

12. Cost of original carpet minus depreciation - \$2,377.38

13. Cost to install original carpet - \$530.24

The landlord attempted to save the carpet by cleaning it professionally, as it was relatively new. When that failed, she replaced the carpet with laminate. The receipt that the landlord filed for labour does not specify what jobs were done for this cost. The landlord stated that it was mostly for the installation of the laminate.

As per the receipts the cost of the original carpet plus installation was \$3,465.27 while the cost of the laminate plus installation was \$4,139.00. Overall the cost of the carpet is less than the laminate and therefore I will award the tenant the amount of the useful life of the carpet left at the end of tenancy. Section 37 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the carpet.

As per this policy, the useful life of carpet is ten years. The landlord installed the carpet in April 2008 and therefore by the end of the tenancy, the carpet had approximately 7.5 years of useful life left. Accordingly, I find that the landlord is entitled to \$2,656.04 which is the prorated value of the remainder of the useful life of the carpet.

14. Repair railing - \$60.00

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

15. Replace locks - \$198.57

In a note to the landlord the tenant agreed to the cost of changing the locks. Therefore the landlord has established a claim for \$198.57.

16. Rent for August 15 to December 15, 2010

As the end of the fixed term was approaching, the landlord contacted the tenant with a request for another fixed term lease. The tenant agreed to continue the tenancy on a month to month basis. The landlord refused to enter into a month to month tenancy.

In addition, the landlord hired two realtors to show the unit, but did not specify whether it was to find a tenant or to find a buyer for the unit.

I find that the landlord refused to allow the tenancy to continue on a month to month basis and did not start the cleanup work until September 09, 2010. She also stated that the repair person was not available till December. She stated that she had a temporary tenant in the home, but at the time of the hearing it was vacant.

Based on the above, I find that the landlord did not mitigate her losses. She refused a tenant based on the length of the term she wanted to enter into, realtors were looking to advertise and show the place and the landlord started the cleanup work as late as September 10, 2010. Therefore I find that the landlord is not entitled to her claim for loss of income.

Overall the landlord has established the following claim:

1.	Flea extermination	\$57.11
2.	Cleaning	\$155.00
3.	Garbage can	\$0.00
4.	Professional carpet cleaning	\$214.20
5.	Specialty carpet cleaning	\$0.00
6.	Replace interior door	\$100.00
7.	Paint and supplies	\$131.46
8.	Baseboards	\$153.48
9.	Door shelves in refrigerator	\$0.00
10.	Laminate floor	\$0.00
11.	Labour for flooring	\$0.00
12.	Cost to install original carpet	\$0.00
13.	Cost of original carpet minus depreciation	\$2,656.04
14.	Repair railing	\$0.00
15.	Replace locks	\$198.57
16.	Rent for August 15 to December 15, 2010	\$0.00
	Total	\$3,665.86

The landlord has established a total claim of \$3,665.86. Since she has proven a portion of her claim, I will award her \$50.00 for the filing fee.

Overall, the landlord has established a claim for \$3,715.86. I order that the landlord retain the security deposit of \$747.50 and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,968.36. 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 **\$2,968.36**.

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: June 06, 2011.

Residential Tenancy Branch