



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MND, MNDC, MNSD, FF

### Introduction

This conference call hearing was convened in response to the landlord's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; for unpaid rent; for damage to the rental unit; to keep the security deposit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing to the tenant by way of registered mail sent on March 17<sup>th</sup>, 2011, for which Canada Post confirmed successful delivery on March 27<sup>th</sup>, 2011. The landlord stated that the tenant in this matter did not provide a notice to end tenancy or a forwarding address. He said that his other tenant provided him with the tenant's new address and that he went there to confirm that the forwarding address was correct. The tenant did not participate and the hearing proceeded in the tenant's absence.

### Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

### Background and Evidence

The rental unit consists of the upper level of a single detached home. Pursuant to a written agreement, the month to month tenancy started on March 7<sup>th</sup>, 2009. The rent of \$1150.00 was payable on the first of each month. The tenant paid a security deposit of \$575.00. A condition inspection report was completed at the start of the tenancy. The landlord testified that he made numerous requests by emails and phone messages for a move-out condition inspection, but that the tenant never responded.

The landlord testified that he discovered that the tenant moved out when he made an invoice related inquiry on the unit with BC Hydro around the middle of August 2010. He said that he attended the property 10 to 12 days later and that the tenant had vacated. The landlord said that when he attempted to inspect the unit in early June 2010, he discovered that the tenant had a pit bull pet contrary to the tenancy agreement. The landlord said that after this attempted inspection, the tenant stopped paying the rent.

To support his testimony, in his documentary evidence the landlord provided in part 71 colour photographs of the unit after the tenant moved out, showing damages such as; carpet stains and tears throughout; dog chew marks on railings, walls and trims; unclean fridge and stove; a broken exterior light; and a significant amount of garbage strewn inside and outside the property. The landlord said that the carpets were 3 years old and showed well at the start of the tenancy.

The landlord also provided receipts and made a monetary claim as follows:

- |   |           |
|---|-----------|
| - Unpaid rent for July 2010 (NSF cheque):   | \$1150.00 |
| - Unpaid rent for August 2010 (NSF cheque): | \$1150.00 |
| - Loss of rental income for September 2010: | \$1150.00 |
| - Carpet replacement:                       | \$3442.88 |
| - Cleaning inside & out:                    | \$1484.40 |

- Wall, trim repairs & paint:	\$ 882.00
- Total:	\$9259.28

### Analysis

I accept the landlord's undisputed testimony that he served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

On the evidence I accept the landlord's testimony and his claim for unpaid rent and I award him the amount for unpaid rent as claimed.

Concerning damages, Section 37 of the *Residential Tenancy Act* provides in part that upon vacating a rental unit, the tenant must leave the unit reasonably clean and undamaged, except for reasonable wear and tear. The evidence supports that the rental unit was not cleaned, and that it was damaged beyond reasonable wear and tear.

The *Residential Policy Guidelines* provide an estimated useful life for various items, including finishes in rental accommodations for reasonable wear and tear. In the case of Carpet, the useful life is 10 years. Since they were five years old by the end of the tenancy, the carpets could have been used for at least another five years. Based on their condition at the end of the tenancy, even if they had been repaired instead of being replaced, I find that the carpets would not have lasted as normally expected. I award the landlord a loss of that usage in the amount of \$2000.00.

Concerning the repairs and the cleaning, the evidence supports the landlord's claim and I award the landlord these claims.

### Conclusion

The landlord established a claim of \$7816.40. I authorize the landlord to retain the tenant's \$575.00 security deposit for a balance owing of \$7241.40. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$7291.40.

This Order may be registered in the Small Claims Court 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: June 30, 2011.

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Residential Tenancy Branch