

## **DECISION**

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

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act*, for a monetary order to recover the costs of cleaning, loss of income, for landscaping and for the filing fee. The landlord also applied to retain the security deposit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Has the landlord established a claim for costs incurred to clean the rental unit, loss of income, cost of landscaping, new locks and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy started on November 15, 2010 for a fixed term of one year. Rent was \$1,225.00 per month payable on the first of the month. Prior to moving in, the tenant paid a security deposit of \$612.50.

The landlord stated that on May 21, 2011, she had served the tenant with a one month notice to end tenancy. The effective date of the notice was June 30, 2011. The tenant did not dispute the notice and moved out on May 28, 2011, without giving the landlord any notice.

The landlord stated that the tenant's dogs caused damage to the lawn by digging holes in the yard. The tenant stated that the dogs had to be kept on leash as there was ongoing construction in the adjoining yard. The tenant purchased leashes and deducted this amount from the rent without the prior permission of the landlord. At the end of the tenancy the tenant stated that she left the leashes in the shed but the landlord disputed it. The landlord provided receipts for the purchase of the leashes.

The tenant stated that prior to moving out, she filled the holes with dirt. In emails that went back and forth between the two parties and filed by the landlord into evidence, the tenant agreed that the dogs had made holes in the yard and the tenant also agreed to

seed the damaged areas. The landlord is claiming \$250.00 towards the cost of repairing the yard. The landlord has filed photographs of the damage.

The landlord had provided the tenant with a wardrobe in one of the bedrooms. The tenant found that with her furniture, there was no room for the wardrobe and she emailed the landlord to ask her to pick it up. The tenant placed this piece of furniture out on the deck and covered it with a tarpaulin. However, it started to snow soon after the tenant placed the wardrobe outside. The landlord stated that when she came by, she found the wardrobe all wet and ruined. The landlord stated that the wardrobe was purchased approximately 8 months prior to the start of tenancy and filed evidence to confirm that it cost \$229.00 plus tax. The landlord is claiming \$200.00 for the wardrobe.

The landlord stated that the tenant moved out without informing her and also did not return the keys. The landlord filed an estimate of what it would cost to replace the locks. During the face to face hearing, the tenant handed over the keys to the landlord. At the time of the hearing, the landlord had not incurred any cost to replace locks.

The landlord filed photographs to show the condition of the unit after the tenant moved out and is claiming \$120.00 towards the cost of cleaning the unit.

The landlord is claiming the following:

1.	Loss of income for June	\$1,225.00
2.	Landscaping	\$250.00
3.	Cost of wardrobe	\$200.00
4.	Replace locks	\$350.00
5.	General cleaning	\$120.00
6.	Dog leashes	\$50.00
7.	Filing fee	\$50.00
	Total	<b>\$2,245.00</b>

## **Analysis**

### 1. Loss of Income

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 any written notice to end the

tenancy, thereby causing the landlord to suffer a loss of income for the month of June. Accordingly, I find that the landlord is entitled to **\$1,225.00**, which is the loss that she suffered.

2. Landscaping \$250.00

Based on the testimony and documentary evidence filed by both parties, I find that the tenant's dogs did cause damage to the yard. The tenant stated that she filled the holes with dirt but she failed to mention that she had re-seeded the grass.

*Residential Tenancy Policy Guideline #16* states that an arbitrator may award "nominal damages" which are a minimal award. These damages may be awarded where there has been no significant loss, but they are an affirmation that there has been an infraction of a legal right. Accordingly, I find it appropriate to award the landlord \$50.00 towards the cost of restoring the grass in the areas of the holes.

3. Cost of wardrobe - \$200.00

I find that the wardrobe was in the care of the tenant and by placing it outside, she failed to properly care for it, resulting in the loss of this item.

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 wardrobe. As per this policy, the useful life of furniture is ten years. The landlord purchased the wardrobe approximately eight months prior to the start of the tenancy and therefore by the end of the tenancy, it would have had approximately eight and a half years of useful life left. Accordingly, I find that the landlord is entitled to \$170.00, which is the approximate prorated value of the remainder of the useful life of the wardrobe.

4. Replace locks - \$350.00

The landlord has not yet incurred this cost and now has the keys in her possession. Therefore her claim for \$350.00 is dismissed.

5. General cleaning - \$120.00

The landlord filed photographs that depict that the rental unit was not completely cleaned and that the appliances were left in a dirty condition. I find that the landlord is entitled to \$120.00 towards the cost of cleaning.

6. Dog Leashes - \$50.00

The tenant had purchased these leashes for her dogs without the prior approval of the landlord and retained this amount from the rent.

The landlord stated that the leashes were not left behind and therefore I find that the tenant must cover the cost of the leashes. The landlord filed evidence to support her claim.

7. Filing fee - \$50.00

Since the landlord has proven a major portion of her claim, she is entitled to the recovery of the filing fee.

Overall the landlord has established the following claim:

1.	Loss of income for June	\$1,225.00
2.	Landscaping	\$50.00
3.	Cost of wardrobe	\$170.00
4.	Replace locks	\$0.00
5.	General cleaning	\$120.00
6.	Dog leashes	\$50.00
7.	Filing fee	\$50.00
	Total	<b>\$1,665.00</b>

I order that the landlord retain the security deposit of \$612.50 plus \$0.00 interest 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 \$1,052.50. 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 for the amount of **\$1,052.50**.

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*.

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Dated: July 08, 2011.

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Residential Tenancy Branch