



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 applications by both the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for unpaid rent, loss of income, costs for cleaning and repairs and for the filing fee. The landlord also applied to retain the security deposit. The tenant applied for the return of the security deposit and for compensation for loss under the *Act*.

The landlord served the notice of hearing and an evidence package by registered mail and filed tracking numbers for both packages. The landlord did not receive a copy of the tenant's application and did not know that the tenant had made application.

Despite having applied for dispute resolution, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions. Since the tenant did not attend this hearing, her application is dismissed without leave to reapply.

These parties had attended a prior hearing, on April 18, 2011. Both parties were partially successful in their applications. The landlord was awarded an order of possession effective April 21, 2011, rent for March and prorated rent for April 2011. The tenant was awarded compensation which resulted in a monetary order for the net amount owed to her. The landlord paid this award and filed evidence of having done so.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, 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 October 01, 2009. The rent was \$1,600.00. Prior to moving in the tenant paid a security deposit of \$800.00.

Pursuant to a decision dated April 19, 2011, the tenant was ordered to move out on April 21, 2011. The tenant moved out on April 28, 2011 and in a note dated that same day, she gave the landlord permission to dispose of the remainder of her items left in the rental unit.

The landlord filed photographs that depict the condition of the unit at the end of tenancy. The photographs show considerable damage to the unit, tire tread marks on the lawn, huge amounts of items left behind, dirty appliances, destroyed blinds and curtains, dirty floors and piles of garbage.

The landlord stated that it took her two weeks to restore the unit to a condition that she could show it to prospective tenants. She advertised the availability of the unit on Craig's list and at her job site and found a tenant for June 15, 2011. The landlord incurred costs to fix damage and to clean the unit and has filed receipts for these services.

The landlord is claiming the following:

1.	Prorated rent for April 2011	\$373.31
2.	Loss of income for May 2011	\$1,600.00
3.	Garbage removal and disposal	\$560.00
4.	Repair lawn	\$140.00
5.	Replace bedroom blinds	\$306.98
6.	Repair exterior door to kitchen	\$101.14
7.	Cost of exterior door	\$156.96
8.	Replace interior door	\$76.36
9.	Replace living room blinds	\$280.00
10.	Repair damage to curtains	\$89.00
11.	Cleaning	\$300.00
12.	Filing fee	\$50.00
	Total	\$4,033.75

Analysis

Based on the sworn testimony of the landlord and in the absence of any contradictory evidence, I accept the landlord's evidence in respect of the claim. I find as follows:

1. Prorated rent for April 2011 - \$373.31

The landlord was awarded rent up to April 21, 2011, but the tenant did not move out until April 28, 2011. I find that the landlord is entitled to her claim.

2. Loss of income for May 2011 - \$1,600.00

Residential Tenancy Policy Guideline #3 states that when a tenancy has ended and the premises are un-rentable due to damage caused by the tenant, the landlord is entitled to claim damages for loss of rent. The landlord is required to mitigate the loss by completing the repairs in a timely manner.

In this case, I find that the tenant left the unit in an un-rentable condition. The landlord conducted repairs in a timely manner and found a tenant for June 15, 2011. I find that the landlord is entitled to recover the loss of income she suffered for the month of May.

3. Garbage removal and disposal - \$560.00

The photographs filed by the landlord show huge amounts of garbage and articles left behind by the tenant. The landlord has filed a receipt for the cost she incurred to remove and dispose of these items. I find that the landlord is entitled to her claim.

4. Lawn Repair - \$140.00

The landlord filed photographs of the tire damage to the grass and a receipt for the cost of repairing the damage. I find that the landlord is entitled to her claim.

5. Replace bedroom blinds - \$306.98

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 blinds. As per this policy, the useful life of blinds is ten years. The landlord stated that the blinds were five years old and therefore by the end of the tenancy, the blinds had five years of useful life left. Accordingly, I find that the landlord is entitled to \$153.49 which is the prorated value of the remainder of the useful life of the blinds.

6. Repair exterior door to kitchen - \$101.14

7. Cost of exterior door - \$156.96

8. Replace interior door - \$76.36

The landlord filed photographs to show extensive damage to these doors and receipts for the materials purchased to fix them. I find that the landlord is entitled to her claim.

9. Replace living room blinds - \$280.00

Based on *Residential Tenancy Policy Guideline #3* and the age of the living room blinds (three years) I find that the landlord is entitled to \$196.00 which is the prorated value of the remainder of the useful life of the blinds.

10. Repair damage to curtains - \$89.00

The landlord filed photographs of the curtains which show that the tenant cut the bottom portion of the curtains off with a pair of scissors. The landlord stated that she got the ends finished instead of replacing the curtains. The landlord filed an invoice for hemming the curtains. I find that the landlord has established her claim.

11. Cleaning - \$300.00

Based on the photographs, I find it reasonable to award the landlord \$300.00 for her time spent cleaning the rental unit.

12. Filing fee - \$50.00

The landlord has proven most of her case and is therefore entitled to the recovery of the filing fee.

Overall, the landlord has established a claim as follows:

1.	Prorated rent for April 2011	\$373.31
2.	Loss of income for May 2011	\$1,600.00
3.	Garbage removal and disposal	\$560.00
4.	Repair lawn	\$140.00
5.	Replace bedroom blinds	\$153.49
6.	Repair exterior door to kitchen	\$101.14
7.	Cost of exterior door	\$156.96
8.	Replace interior door	\$76.36
9.	Replace living room blinds	\$196.00
10.	Repair damage to curtains	\$89.00
11.	Cleaning	\$300.00
12.	Filing fee	\$50.00
	Total	\$3,796.26

I order that the landlord retain the security deposit of \$800.00 and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,996.26. 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 **\$2,996.26**.

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: August 16, 2011.

Residential Tenancy Branch