



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, MND, 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 and painting the rental unit and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

The landlord served the notice of hearing by registered mail to the address provided by the tenant. The landlord filed a tracking number. 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

Has the landlord established a claim against the security deposit and if so in what amount? Is the landlord entitled to the recovery the filing fee?

Background and Evidence

The tenancy started on July 01, 2010 for a fixed term of one year ending on June 30, 2011. The monthly rent was \$1,500.00. Prior to moving in, the tenant paid a security deposit of \$750.00. The rental unit is located on the main floor of the one hundred year old home. The landlord stated that the suite was renovated approximately two years ago and that the carpets were about ten to twelve years old.

The tenant moved out on June 30, 2011. A move out inspection was completed and the tenant provided the landlord with her forwarding address.

The landlord filed photographs depicting the condition of the home after the tenant moved out. She also filed copies of letters written to the tenant prior to the end of tenancy, requesting her to allow the landlord to show the suite to prospective tenants, a copy of the move out inspection report and invoices. The landlord stated that the tenant left the unit in a condition that required cleaning.

The landlord is claiming the following

1.	Cleaning	\$110.00
2.	Carpet cleaning	\$250.00
3.	Carpet Stains	\$100.00
4.	Carpet Burn	\$75.00
5.	Fireplace painting	\$100.00
6.	Wall repairs and painting	\$250.00
7.	Half a month rent for unavailable suite	\$750.00
8.	Half a month loss of income	\$750.00
	Total	\$2,385.00

Analysis

Based on the undisputed testimony of the landlord and the documentary evidence filed by the landlord, I find that the landlord has established a claim for general cleaning and carpet cleaning in the amounts of \$110.00 and \$250.00 respectively.

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 and painting. As per this policy, the useful life of carpets is ten years and the useful life of painting is four years. The landlord stated that the carpet was over ten years old and that the suite was renovated one year prior to the start of the tenancy.

Since the carpet is over ten years old, I find by the end of the tenancy, the carpet has outlived its useful life and is due to be replaced. Accordingly, the landlord's claim for compensation for the stains and burns on the carpet in the amounts of \$100.00 and \$75.00 respectively, is dismissed

The landlord stated that the painting and renovations were done one year prior to the start of the tenancy. Therefore by the end of the tenancy the painting was two years old. As per Policy Guideline 37, the useful life of interior painting is four years and therefore the painting had two years of useful life left. Accordingly, I find that the landlord is entitled to \$50.00 for painting the fireplace and \$125.00 for the painting of the other rooms in the suite.

Based on the testimony and documentary evidence of the landlord, I find that the work done after the tenancy ended involved mostly cleaning. The landlord stated that the work took two weeks and after that she was unable to find a tenant for the balance of July and is therefore claiming a month's rent as loss of income.

Based on the amount of work required to clean the unit as depicted in the photographs, I find that the landlord has not proven that her inability to find a tenant for the month of July is based solely on the condition of the unit as the tenant left it and the time it took to restore the unit. The landlord was aware that the unit would be vacant and took some steps to find a tenant without success and stated that the condition of the rental unit deterred new tenants from entering into a tenancy agreement. Therefore I find that the condition of the unit did play a role in the vacancy in July but was not the sole reason for the vacancy. Accordingly I find that the landlord is entitled to loss of income for half a month only, in the amount of \$750.00.

Overall the landlord has established a claim as follows:

1.	Cleaning	\$110.00
2.	Carpet cleaning	\$250.00
3.	Carpet Stains	\$0.00
4.	Carpet Burn	\$0.00
5.	Fireplace painting	\$50.00
6.	Wall repairs and painting	\$125.00
7.	Half a month rent for unavailable suite	\$750.00
8.	Half a month loss of income	\$0.00
	Total	\$1,285.00

Since the landlord has proven a portion of her claim, I award her \$50.00 towards the filing fee. Overall, the landlord has established a claim for the amount of \$1,335.00. I order that the landlord retain the security deposit of \$750.00 and interest of \$0.00 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 \$585.00. 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 **\$585.00**.

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: October 18, 2011.

Residential Tenancy Branch