



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNDC, MNR, MND, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; for a monetary Order for unpaid rent and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the first named Respondent, via registered mail, at the address noted on the Application, on August 12, 2011. The Landlord submitted Canada Post Documentation that corroborates this statement. The service address was provided by the Tenant at the end of the tenancy.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the second named Respondent, via registered mail, at the address noted on the Application, on August 12, 2011. The Landlord submitted Canada Post Documentation that corroborates this statement. The service address was provided by the Tenant at the end of the tenancy.

In the absence of evidence to the contrary, I find that these documents have been served to both Tenants in accordance with section 89 of the *Act*, however the Tenants did not appear at the hearing.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for unpaid rent/loss of revenue and damage to the rental unit, and to recover the filing fee for the cost of this Application for Dispute Resolution.

### Background and Evidence

The Landlord submitted a copy of a tenancy agreement for a fixed term tenancy that began on April 01, 2011 and was to end on September 30, 2011, which required the Tenant to pay monthly rent of \$1,995.00 by the first day of each month. The Agent for the Landlord stated that the Tenants resided in the rental unit before entering into this fixed term tenancy, and that they had previously paid a security deposit of \$997.50.

The Agent for the Landlord stated that on May 09, 2011 the Landlord served the Tenant with notice to end this tenancy as the Tenant had breached a material term of the tenancy by having a pet. The Agent for the Landlord stated that the Notice to End Tenancy required the Tenant to vacate the rental unit by June 30, 2011 and that the rental unit was vacated by that date.

The Agent for the Landlord stated that on May 09, 2011 the Landlord advertised the rental unit on five popular websites but was unable to find a new tenant for July of 2011. The Landlord is seeking compensation for loss of revenue for the month of July, in the amount of \$1,995.00.

The Landlord submitted a copy of a condition inspection report that was initiated when the Tenants first moved into the rental unit and completed at the end of the tenancy. One of the Tenants has signed the condition inspection report to indicate they agree the report fairly represents the condition of the unit at the end of the tenancy.

The Landlord is seeking compensation, in the amount of \$840.00, for repairing the hardwood floor. The condition inspection report indicates that floors were in good condition at the start of the tenancy and that they were very scratched at the end of the tenancy. The Landlord submitted a receipt to establish that this expense was incurred.

The Landlord is seeking compensation, in the amount of \$705.60, for cleaning the carpets in the residential complex. The Landlord stated that the strata corporation provided the Landlord with photographs of the Tenant's pet defecating on the carpet in the hallway of the residential complex, however those photographs were not submitted in evidence. The Landlord submitted no evidence, such as photographs or documentary evidence, to establish that the Tenant or their pets actually caused damage to the carpet in the complex.

I note that the condition inspection report indicates that carpets in one bedroom were dirty, however there is no direct reference to damage to the carpet in the hallway of the residential complex. I further note that on the condition inspection report the Tenant agreed to compensate the Landlord for cleaning the carpet, in an unspecified amount, however it is not clear whether this compensation is for cleaning the bedroom carpet or the hallway carpet.

The Landlord is seeking compensation, in the amount of \$336.00, for cleaning the rental unit. The condition inspection report indicates that rental unit was in good condition at the start of the tenancy and that several areas required cleaning at the end of the tenancy. The Landlord submitted a receipt to establish that this expense was incurred.

The Landlord is seeking compensation, in the amount of \$800.00, for painting the walls. The condition inspection report indicates that rental unit was in good condition at the start of the tenancy and that the walls were damaged at the end of the tenancy. The Landlord submitted a receipt to establish that it paid \$800.00 to paint and repair some walls in the unit.

The Landlord is seeking compensation, in the amount of \$669.76, for replacing a table. The condition inspection report indicates that rental unit was equipped with a coffee table that was missing at the end of the tenancy. The Landlord submitted an email to show that a similar table can be purchased locally for \$598.00.

On the condition inspection report the Tenant has given the Landlord written authorization to retain the security deposit in compensation for damages to the rental unit and for liquidated damages. The Agent for the Landlord stated that the Landlord is seeking compensation for the difference between the amount of these damages and the amount of the security deposit.

### Analysis

On the basis of the evidence submitted by the Landlord and in the absence of evidence to the contrary, I find that this tenancy ended on June 30, 2011; that the fixed term of the tenancy ended early because the Tenant had breached a material term of the tenancy; that the Landlord made reasonable efforts to find new tenants for July of 2011; that the Landlord was unable to find new tenants for July; and that the Landlord therefore suffered a loss of revenue, in the amount of \$1,995.00, which is the rent they would have collected for July if the tenancy had continued. As the loss of revenue experienced by the Landlord was directly related to the Tenant's failure to comply with the *Act*, I find that the Tenant must compensate the Landlord for the loss of revenue experienced by the Landlord.

On the basis of the evidence submitted by the Landlord, specifically the condition inspection report, and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when they failed to repair the damage to the hardwood flooring that occurred during the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$840.00 to repair the floor.

I find that the Landlord has submitted insufficient evidence to establish that the Tenant or their pet has damaged the carpet in the hallway of the residential complex. In reaching this conclusion I note that there were no photographs or documents submitted in evidence that establish that the carpet was actually damaged. Even if I were to accept that the Tenant's pet defecated on the carpet, the Landlord is still obligated to establish that the carpets sustained damage as a result of that incident. As the carpets could have been adequately cleaned after this incident(s), I find that there is insufficient evidence to conclude that the carpet sustained damage. I therefore dismiss the Landlord's claim for compensation for carpet cleaning.

On the basis of the evidence submitted by the Landlord and in the absence of evidence to the contrary, specifically the condition inspection report, I find that the Tenant failed to comply with section 37(2) of the *Act* when they failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord

is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$336.00 to clean the unit.

On the basis of the evidence submitted by the Landlord and in the absence of evidence to the contrary, specifically the condition inspection report, I find that the Tenant failed to comply with section 37(2) of the *Act* when they failed to repair damage to the walls. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$800.00 to repaint and paint the damaged walls.

On the basis of the evidence submitted by the Landlord and in the absence of evidence to the contrary, specifically the condition inspection report, I find that the Tenant failed to comply with section 37(2) of the *Act* when they removed a coffee table from the rental unit. I therefore find that the Landlord is entitled to compensation for replacing the table, which in these circumstances is \$598.00 plus tax of \$71.76.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

### Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$4,690.76, which is comprised of \$1,995.00 in loss of revenue, \$2,645.76 in damages, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

I find that this monetary claim must be reduced by the \$997.50 that the Tenant authorized the Landlord to retain from the security deposit.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$3,693.26. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: October 19, 2011.

---

Residential Tenancy Branch