



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, MND, MNR, MNDC, 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, repair to the rental unit, loss of income, utility bills and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

During the hearing the landlord informed me that the return of the security deposit had already been dealt with in a prior hearing. Therefore this hearing only dealt with the landlord's claim for a monetary order to recover the cost of cleaning, repair, loss of income, utility bills and the filing fee.

Issues to be decided

Has the landlord established a monetary claim and if so in what amount? Is the landlord entitled to loss of income and to recover the filing fee?

Background and Evidence

The tenancy started on October 19, 2009 and ended on July 05, 2011. The monthly rent was \$1,100.00.

The landlord filed an itemized list of his claims along with receipts for some of the costs that he incurred to fix the damage. The landlord was also claiming rent for the five days in July that the tenant overstayed. The tenant argued that the landlord gave him permission to stay a few days longer, in an email dated July 01, 2011.

The tenant had the carpets cleaned professionally, but agreed that there was a stain that could not be removed. The landlord had the carpets re cleaned and was also not successful in removing the stain. Therefore the landlord had the carpet replaced.

The landlord also stated that the tenant's vehicle left an oil stain on the concrete driveway. The tenant did not dispute the presence of the stain, but added that he made great efforts to remove the stain and only a faint outline of the stain remained. The landlord stated that he hired a power washer and was able to remove most of the stain.

The landlord testified that the stair railing was damaged by being used by a large relative of the tenant and that the female tenant agreed that she had caused the curtain rod bracket to come off the wall. The landlord filed photographs of the damage which included a stained drawer bottom which he replaced.

The landlord is claiming the following:

| | | |
|----|-----------------------------|-------------------|
| 1. | Gas for June | \$83.00 |
| 3. | Dining room floor repair | \$192.30 |
| 4. | Carpet cleaning | \$75.00 |
| 5. | Replace carpet | \$561.22 |
| 6. | Carpet removal and disposal | \$95.48 |
| 7. | Pressure washer rental | \$100.00 |
| 8. | Labour costs total | \$325.00 |
| | Total | \$1,475.00 |

Analysis

Gas and Hydro Bills and Dining room floor repair

The tenant agreed that he was responsible for these items.

Carpet cleaning

The landlord agreed that the tenant had had the carpets cleaned, but he re cleaned the carpets in an attempt to rid the carpet of a stain. I find that the landlord chose to re clean the carpets and is therefore not entitled to the cost he incurred to do so.

Replace carpet

Since the carpet was stained by the tenant and the stain could not be removed, the landlord was forced to replace the carpet. I find that the tenant is responsible for a portion of the cost.

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. As per this policy, the useful life of a carpet is ten years.

The landlord stated that the carpet had been replaced just prior to the start of the tenancy and therefore I find that by the end of the tenancy, the carpet was 2.5 years old and had approximately 7.5 years of useful life left.

The landlord filed a receipt in the amount of \$561.22 to replace the carpet. The landlord also incurred a cost of \$95.48 to remove and dispose of the stained carpet. Accordingly, I find that the landlord is entitled to \$492.51 which is the approximate prorated value of the remainder of the useful life of the carpet.

Pressure washer rental

The landlord did not file any evidence to support the expense that he incurred to rent the machine and therefore his claim is dismissed.

Labour

Based on the photographs and the verbal testimony of both parties, I find that the landlord had to fix the curtain rod, the stair railing, remove the oil stain, replace the drawer bottom and perform some repair to the bathroom sink drain. A portion of this damage could be attributed to daily wear and tear. I find it appropriate to award the landlord \$200.00 for his time.

The landlord also made a claim for loss of income due to overstay by the tenant. However, the landlord did not provide information regarding the quantum of his claim. In any case, the landlord agreed that he did not have a renter for July and he also gave the tenant permission to stay a few more days. Accordingly, I find that the landlord did not suffer a loss of income and therefore his claim for loss of income is dismissed.

I find that the landlord has established a claim as follows:

| | | |
|----|--|-------------------|
| 1. | Gas for June | \$83.00 |
| 3. | Dining room floor repair | \$192.30 |
| 4. | Carpet cleaning | \$0.00 |
| 5. | Replace carpet, remove and dispose of old carpet | \$492.51 |
| 6. | Pressure washer rental | \$0.00 |
| 7. | Labour costs total | \$200.00 |
| | Total | \$1,010.81 |

The landlord has established a major portion of his claim and is therefore entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim of \$1,060.81. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. 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 **\$1,060.81**

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: December 20, 2011.

Residential Tenancy Branch