



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damages, a monetary order for unpaid rent, to keep all or part of the security deposit, money owed or compensation due to damage or loss and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This tenancy began October 15, 2010 with monthly rent of \$1150.00 and the tenants paid a security deposit of \$550.00.

The landlord testified that the tenants vacated the rental unit on May 3, 2011 after being served with a notice to end tenancy for cause on April 18, 2011. The landlord stated that when the tenants vacated the May 2011 rent was unpaid. The landlord is also seeking ½ of the June 2011 rent as a loss of income.

The landlord stated that the tenants did not provide the landlord with their forwarding address therefore the landlord was not able to advise the tenants of dates to attend the move out inspection. The landlord stated that he completed the move out inspection on May 6, 2011 and found the rental unit to be very dirty, the carpets stained by cat urine and all the walls damaged and requiring repair.

The landlord stated that there were gouges and scuff marks along the bottom of the walls from the tenants wheel chair and most of the walls had wall holes that had not been repaired as the tenants had installed wall anchors for their picture and grab bars. The landlord stated that he is also seeking \$1810.66 for replacement of the carpet.

The tenant acknowledged that the May 2011 rent was not paid and did not dispute this portion of the landlord's claim.

The tenant testified that they had not ended the tenancy on the best of terms and that they did not clean the rental unit, shampoo the carpets or repair any of the walls prior to vacating. The tenant stated that they had installed wall anchors to hang their pictures after one fell off the wall. The tenant acknowledged that they did not remove the wall anchors and patch and paint the walls at the end of the tenancy. The tenant acknowledged that the bottom of the walls were marked and scuffed from her wheel chair but maintained that the scuff marks can be scrubbed off. The tenant stated that had not asked for the \$550.00 security deposit back as they knew that some cleaning would be required in the rental unit.

The tenants alluded to issues with the landlord during the tenancy however this is the landlord's application for damages and unpaid rent and the tenants are at liberty to file their own application through this office.

The landlord in this application is seeking \$4638.74 compensation for the following:

May 2011 rent	\$1150.00
Materials	\$241.76
Landlord's personal time	\$1436.38
Carpet cleaning	\$224.00
Wall repair and painting	\$672.00
Wall repair and painting	\$229.60
General suite cleaning	\$70.00
Bathroom cabinet repair	\$40.00
Total	\$4638.74

Analysis

Based on the documentary evidence and undisputed testimony of the landlord, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for unpaid rent, damages and cleaning costs.

The tenants do not dispute that they did not clean the rental unit, shampoo the carpets or complete repairs in the rental unit when they vacated. The tenant's also do not dispute that the May 2011 rent was not paid.

As the tenant's vacated the rental unit on May 3, 2011, consideration must be given to the length of time it took the landlord to complete the repairs in the rental unit, which, when reviewing the landlord's timeline and receipts, were primarily completed in early June 2011. Therefore as the landlord had 4 weeks in which to get the rental unit cleaned and repaired, the landlord's claim for ½ of the June 2011 rent is dismissed without leave to reapply.

As the landlord has not included the replacement of the carpet in the monetary portion of the application, this portion of the landlord's claim is dismissed without leave to reapply.

The landlord is awarded \$3127.36 compensation for the following:

	Claim	Award
½ June 2011 rent	\$575.00	\$0.00
Materials	\$241.76	\$241.76
Landlord's personal time	\$1436.38	\$500.00
Carpet cleaning	\$224.00	\$224.00
Wall repair and painting	\$672.00	\$672.00
Wall repair and painting	\$229.60	\$229.60
General suite cleaning	\$70.00	\$70.00
Bathroom cabinet repair	\$40.00	\$40.00
Total	\$4638.74	\$3127.36

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$3127.36 in unpaid rent, damages and cleaning costs. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$550.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$2627.36**.

If the amount is not paid by the tenant(s), the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: March 26, 2012

Residential Tenancy Branch