



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, 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 repair to the rental unit and for the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The landlord named two respondents in his application for dispute resolution and served both parties with the notice of hearing. The landlord served the female tenant in person and the male tenant by registered mail to an address provided to the landlord by both tenants. The landlord also filed a tracking number. Despite having been served the notice of hearing, the male tenant did not attend the hearing. The female tenant was represented by her agent.

Events that occurred during the tenancy were discussed. The female tenant terminated the tenancy and moved out. The male tenant continued to reside in the rental unit. After informing the landlord about legislation regarding the termination of a tenancy by a co tenant, the landlord requested that his application be amended to exclude the female tenant. Accordingly, the application was amended.

Issues to be decided

Has the landlord established a claim to recover the cost of repairs and cleaning? Is the landlord entitled to the recovery the filing fee?

Background and Evidence

The tenancy started on June 01, 1997. The rent at the end of tenancy was \$1,305.00. The landlord filed a copy of the tenancy agreement. The tenants were named as co tenants on the agreement. In a letter dated August 26, 2009, the female tenant informed the landlord that the tenancy was ending effective October 01, 2009. After the female tenant moved out, the male tenant continued to reside in the rental unit and paid rent directly to the landlord.

The male tenant started to fall back on rental payments and finally moved out on April 30, 2010, pursuant to an eviction notice for non payment of rent. The landlord stated that the unit was left in an unrentable condition. There were a lot of personal items left behind; the unit was dirty and in need of repairs to the walls. The landlord stated that he started work on the unit and it took almost one year to get the unit ready for a new tenant. The landlord filed photographs and invoices to support his monetary claim.

The landlord is claiming the following

1.	Garbage removal	\$200.00
3.	Cleaning	\$375.00
4.	Repair to drywall and painting	\$2,082.00
5.	Loss of income for two months	\$2,610.00
	Total	\$5,553.54

Analysis

Having reviewed the photographs filed by the landlord, I find that the unit was left in a dirty and damaged condition. The invoices filed by the landlord into evidence support the cost he incurred to repair the unit. Accordingly, I find that the landlord has established his claim for garbage removal, general repairs and cleaning.

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 painting. As per this policy, the useful life of interior paint is four years. The unit was painted at the start of tenancy and therefore I find that by the end of the tenancy, the painting had outlived its useful life and needed to be painted anyway.

The landlord's claim for \$2,082.00 consists of painting and drywall repair. The landlord did not have a breakdown of the charges. The photographs indicate that there was significant damage done to the drywall. Based on the photographs, the landlord's testimony and the section 37, I find it reasonable to award the tenant \$1,000.00 for the cost of repairs to the drywall. The landlord must bear the cost of painting.

The landlord stated that the unit was not rented for several months after the tenants moved out. He had to wait for the availability of tradesmen and since there was significant damage, it took several months to restore the unit to a rentable condition. The landlord is claiming loss of income for two months.

Based on the evidence filed by the landlord, I find that unit was undergoing repairs and cleaning for at least two months after the tenancy ended and accordingly I find that the landlord has established his claim for loss of income in the amount of \$2,610.00.

The landlord has established the following claim:

1.	Garbage removal	\$200.00
3.	Cleaning	\$375.00
4.	Repair to drywall and painting	\$1,000.00
5.	Loss of income for two months	\$2,610.00
	Total	\$4,471.54

Since the landlord has established his claim, he is entitled to the recovery of the filing fee of \$100.00. Overall I find that the landlord has established a claim of \$4,571.54. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$4,571.54. 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 **\$4,571.54**.

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 01, 2012.

Residential Tenancy Branch