



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND, MNR, MNSD, OPR, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order permitting her to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail sent on February 1, 2012, the tenants did not participate in the conference call hearing.

At the hearing, the landlord advised that the tenants had vacated the rental unit on August 31, 2011. As an order of possession is no longer required, I consider that claim to have been withdrawn.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background, Evidence and Analysis

The landlord's undisputed evidence is as follows. The tenancy began on July 1, 2011 at which time a \$550.00 security deposit was paid and it ended on August 31, 2011. The tenants were obligated to pay \$1,100.00 each month in rent. The parties completed a condition inspection of the unit and generated a condition inspection report which the both parties signed at the beginning and end of the tenancy to indicate that they agreed on the contents of the report. I address the landlord's claims and my findings around each as follows.

- A. **Cleaning.** The landlord seeks to recover \$268.80 as the cost of cleaning the rental unit at the end of the tenancy. The landlord stated that the tenants failed to clean the unit and that at the end of the tenancy she discovered feces, vomit and fruit flies in the kitchen. The landlord provided photographs showing the condition of the rental unit. The condition inspection report shows that the parties agreed that the unit was not cleaned at the end of the tenancy. The landlord entered into evidence an invoice showing that she paid a janitorial services company to clean the unit. I

accept the landlord's undisputed evidence and I find that the tenants failed to clean the rental unit at the end of the tenancy. I find that the landlord's claim is reasonable and I award her \$268.80.

- B. **Vanity doors.** The landlord seeks to recover \$72.80 as the cost of replacing doors on the bathroom vanity cabinet. The landlord testified that one of the doors was broken and she was unable to purchase just one door and had to replace the set. The landlord provided an invoice to prove the amount of her claim. I accept the landlord's undisputed evidence, I find that the tenants are liable for the cost of replacing the doors and I award the landlord \$72.80.
- C. **Carpet cleaning.** The landlord seeks to recover \$84.00 as the cost of cleaning carpets at the end of the tenancy. She testified that the tenants failed to clean carpets and provided photographs showing that the carpets were soiled at the end of the tenancy. She further provided an invoice showing the amount paid to the carpet cleaners. I accept the landlord's undisputed evidence, I find that the tenants are liable for the cost of carpet cleaning and I award the landlord \$84.00.
- D. **Closet door.** The landlord seeks to recover \$50.72 as the cost of replacing a bi-fold closet door which was damaged during the tenancy. The landlord provided a photograph showing that the door had a large hole in it at the end of the tenancy and also provided an invoice showing the cost of replacing the door. I accept the landlord's undisputed evidence, I find that the tenants are liable for the cost of replacing the bi-fold door and I award the landlord \$50.72.
- E. **Flooring.** The landlord seeks to recover \$384.61 as the cost of materials and \$70.00 as the cost of labour to replacing flooring in the living room at the end of the tenancy. The landlord provided photographs showing that the carpet, which was just a few years old at the start of the tenancy, had a large cut in the carpet. The landlord researched and discovered that it would be less expensive to install laminate than replace carpet, so she did so at a total cost of \$454.61 and provided invoices showing her costs. I accept the landlord's undisputed evidence, I find that the tenants are liable for the cost of replacing the flooring. The Residential Tenancy Policy Guidelines identify the useful life of carpet as 10 years. I find that the tenants deprived the landlord of 8 years of the useful life of the flooring and I award the landlord \$363.69 which represents 80% of the costs incurred to replace the flooring.
- F. **Wall repair.** The landlord seeks to recover \$245.00 as the cost of repairing and repainting walls at the end of the tenancy. The landlord provided photographs showing that there were numerous holes in the walls at the end of the tenancy and

provided an invoice showing her costs to have the walls repaired. I accept the landlord's undisputed evidence, I find that the tenants are liable for the cost of repairing and repainting the walls and I award the landlord \$245.00

**G. Unpaid rent, late fee and loss of income.** The landlord seeks to recover \$615.00 in rental arrears for the months of July and August, \$25.00 as a late payment fee for the month of August pursuant to the terms of the tenancy agreement and \$1,100.00 in lost income for the month of September. The landlord testified that the tenants were in arrears for July and did not pay rent for August and that she served them with a 10-day notice to end tenancy for unpaid rent on August 12, 2011. They made some payments toward the arrears and did not vacate the rental unit until August 31, 2011. She testified that they left the rental unit in such poor condition that she was unable to re-rent it until October, despite having advertised. I accept the landlord's undisputed evidence, I find that the tenants are liable for \$615.00 in rental arrears, \$25.00 as a late payment fee and \$1,100.00 in lost income for the month of September. I award the landlord \$1,740.00.

**H. Filing fee.** The landlord seeks to recover the \$50.00 filing fee paid to bring her application. I find that as the landlord has been substantially successful, she is entitled to recover the filing fee and I award the landlord \$50.00.

### Conclusion

In summary, the landlord has been successful in the following claims:

Cleaning	\$ 268.80
Carpet cleaning	\$ 84.00
Closet door	\$ 50.72
Flooring	\$ 363.69
Wall repair	\$ 245.00
Unpaid rent, late fee and loss of income	\$1,740.00
Filing fee	\$ 50.00
<b>Total:</b>	<b>\$2,875.01</b>

I order the landlord to retain the \$550.00 security deposit in partial satisfaction of the claim and I grant her a monetary order under section 67 for the balance of \$2,325.01. This order may be filed in the Small Claims Division of the Provincial 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: April 02, 2012

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Residential Tenancy Branch