



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND; FF

Introduction

This is the Landlord's application for a Monetary Order for damages to the rental unit; and to recover the cost of the filing fee from the Tenant.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that she mailed the Notice of Hearing documents to the Tenant on February 3, 2012, via registered mail, to the forwarding address provided by the Tenant on January 12, 2012. The Landlord provided the tracking information for the registered documents.

Based on the Landlord's affirmed testimony of the Landlord's agent documentary evidence provided by the Landlord, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being deemed served with the Notice of Hearing documents on February 8, 2012, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order pursuant to the provisions of Section 67 of the Act?

Background and Evidence

The Landlord gave the following testimony and evidence:

This tenancy began on November 15, 2012. Monthly rent was \$3,200.00 per month. The Tenant paid a security deposit and a pet damage deposit, each in the amount of \$1,600.00 at the beginning of the tenancy. The deposits have been extinguished pursuant to a Decision dated December 8, 2011. A copy of the Decision was provided in evidence.

The Landlord testified that the Tenant did not leave the rental unit in reasonably clean condition at the end of the tenancy; damaged the oven door; did not clean the carpet

well enough at the end of the tenancy; and left furniture behind, telling the Landlord that she could keep it.

The Landlord provided copies of e-mail correspondence between the Landlord and the Tenant. The Landlord also provided photographs of the rental unit and a copy of the Condition Inspection Report

The Landlord testified that she paid a cleaner \$180.00 (8 hours @\$22.50 per hour) to clean the rental unit at the end of the tenancy and that cleaning supplies cost her \$10.00. The Landlord provided a copy of the cleaner's invoice in evidence.

The Landlord testified that an appliance repairman told her that the damage to the hinges on the oven door appeared to have been made by setting heavy articles on the open oven door. The Landlord stated that the Tenant did a lot of specialist baking when she was living at the rental unit. The Landlord provided a copy of the repair bill for the oven, in the amount of \$245.28.

The Landlord testified that the Tenant provided a hand written receipt for carpet cleaning, but there were stains on the carpet that did not come out. The Landlord stated that she phoned the carpet cleaner and was told that he didn't think the stains would come out, but that she could try using another professional carpet cleaner. The Landlord stated that she hired a professional carpet cleaner, who attempted to lift the stains and pet odors from the carpet but was not successful. She testified that prospective tenants told her they would not rent the high-end rental unit with the existing carpets so she had to replace them. The Landlord testified that the carpets were approximately 7 years old at the end of the tenancy and that it cost \$2,551.53 to replace the carpets. The Landlord stated that she recognizes that there was some devaluation due to age and therefore seeks to recover \$1,500.00 for the cost of installing new carpets. The Landlord provided receipts for the cost of deep cleaning and replacing the carpets.

The Landlord testified that she did not want the Tenant's discarded furniture and that she asked other residents in the neighbourhood if they were interested in taking the Tenant's leather chair, freezer, patio set and bench, but no one wanted them, so she had them hauled away to the dump. The Landlord provided a copy of invoices for labour and dump fees in evidence.

The Landlord testified that she was not able to show the rental unit for one week after the Tenant moved out because of the repairs, new carpet installation and cleaning that was required. The Landlord seeks compensation in the equivalent of \$800.00 for loss

of income for 7.5 days. The Landlord testified that the rental unit was re-rented on February 15, 2012.

The Landlord is seeking a monetary award for damages, calculated as follows:

Cost of cleaning the rental unit	\$190.00
Cost of fixing the oven door	\$245.28
Cost of deep cleaning and deodorizing carpet	\$224.00
Cost of taking Tenant's cast off furniture to the dump	\$150.00
Partial recovery of the cost of replacing the carpets	\$1,500.00
7.5 days lost revenue	<u>\$800.00</u>
TOTAL MONETARY CLAIM	\$3,109.28

Analysis

Section 67 of the Act states:

Director's orders: compensation for damage or loss

67 Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I accept the Landlord's undisputed affirmed testimony and documentary evidence in its entirety. Section 37 of the Act requires a tenant to leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. Based on the Landlord's testimony and documentary evidence, I am satisfied that the Tenant did not leave the rental unit in a reasonably clean condition at the end of the tenancy and that the carpet pet stains and odour would not come out, requiring replacement of the carpet. I am also satisfied that the Tenant damaged the hinges to the oven door, requiring replacement.

The Landlord testified that the carpet was approximately 7 years old. The Residential Tenancy Branch Policy Guideline 37 provides an approximate useful life for carpets of 10 years. I find that the carpets had approximately 3/10ths of their useful life remaining, and award the Landlord the sum of \$765.46 in compensation for this portion of her claim.

I dismiss the Landlord's claim for 7.5 days lost revenue. The Decision of December 8, 2011, provided the Landlord compensation for loss of revenue for the month of January, 2012. The Landlord testified that the Tenant moved out of the rental unit "a few days

earlier” than December 31, 2011. The receipts provided indicate that the Landlord paid to have the carpet deep cleaned on January 9th; the oven repaired on January 10th; the cleaning done on January 24th and the carpet replaced on January 26th. The Landlord did not provide an explanation with respect to why there was a 2 week delay between having the oven repaired and the cleaning done. I find that the Landlord was adequately compensated with her monetary award from the December 8th Hearing and this portion of her application is dismissed.

The Landlord’s application had merit and I find that she entitled to recover the cost of the \$50.00 filing fee from the Tenant.

The Landlord has established a monetary award, calculated as follows:

Cost of cleaning the rental unit	\$190.00
Cost of repairing oven door	\$245.28
Cost of deep cleaning/deodorizing carpet	\$224.00
Dump run	\$150.00
Partial recovery of cost of new carpet	\$756.46
Recovery of filing fee	<u>\$50.00</u>
TOTAL	\$1,615.74

Conclusion

I hereby grant the Landlord a Monetary Order in the amount of \$1,615.74 for service upon the Tenant. This Order may be filed in 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: April 16, 2012.

Residential Tenancy Branch