



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This was the hearing of an application by the landlord for a monetary order and an order to retain the security deposit. The landlord participated in the hearing with his agent and property manager. The tenant did not call in and did not participate although she was personally served with the application and notice of hearing by the landlord's agent.

Issue(s) to be Decided

Is the landlord entitled to a monetary order and if so, in what amount?

Background and Evidence

The rental unit is a strata title apartment in Richmond. The tenancy began on August 16, 2010 for a two year fixed term with monthly rent in the amount of \$1,975 payable in the first year of the term and \$2,025.00 payable in the second year. Rent was payable on the second day of each month. The fixed term was scheduled to end at the end of August, 2012. The tenant paid a security deposit of \$987.50 on July 20, 2010.

The tenant ended on February 12, 2012. The tenant's cheque in payment of February rent was returned NSF. The landlord and his agent testified that the tenant broke the fixed term tenancy agreement by moving out before the end of the term, that she damaged the rental unit and that she did not properly clean the unit when she moved out. The tenant did not return keys and a garage door opener.

The landlord succeeded in re-renting the unit effective March 15, 2012, but at a rent \$50.00 less than the tenant was paying when she moved out.

The landlord has claimed the following:

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|---|-----------|
| • Cleaning costs, Molly Maid: | \$255.00 |
| • Kitchen drawer repairs, drywall repairs painting: | \$973.13 |
| • February rent cheque returned NSF | \$2025.00 |

• Re-keying front lock:	\$23.58
• Removal and replacement of floor and damaged pet door:	\$5,187.48
• Administrative costs:	\$450.00
• Bathroom sink repairs and chandelier installation:	\$225.00
• Loss of revenue for March	\$1,012.50
• Loss of revenue to end of fixed term (6X\$50.00)	\$300.00

Total: \$10,451.69

The landlord also sought to claim amounts for unpaid utilities and the replacement cost for a garage door opener.

The landlord's agent attempted to arrange to have the tenant attend a condition inspection of the rental unit. He proposed three times for her to attend, but the tenant did not respond and did not participate in a condition inspection. The landlord submitted photographs taken both before the tenancy began and after it ended. The photos showed that the tenant installed a pet door into a bifold door in the rental unit. She repainted some of the kitchen drawers, including the wood work on the drawers and she made significant holes in the drywall above the fireplace. The tenant put large nails into the mantle above the fireplace. She also removed a chandelier that had to be reinstalled. The photographs showed that cleaning was required including cleaning of kitchen appliances. The landlord testified that one of the bathroom sinks was damaged by the tenant; the porcelain was broken in one spot and the iron substrate was rusting.

The landlord said that in December, 2011 there was a leak during the tenancy from a cracked toilet tank in one of the bathrooms. Water seeped from the bathroom into the dining room. According to the landlord's tradesman, water was trapped underneath the laminate flooring. He proposed that the flooring be taken up to dry out the flooring and the concrete underneath. The landlord said that the tenant refused to allow the work to proceed in a timely way and due to the delay mould and mildew developed. The landlord testified that the flooring had to be replaced as a result, and this was a cost that would not have been incurred if the tenant had allowed the work to be done when it was first proposed.

The landlord submitted an estimate for the work to remove the existing flooring and baseboard and to install new flooring in the amount of \$4,987.00. The landlord submitted a separate bill to replace the laundry room bifold door into which the tenant had installed a pet door. The invoice was in the amount of \$200.48.

At the hearing the landlord claimed \$50.00 to replace the garage door opener and \$146.00 for hydro utilities.

Analysis and conclusion

The tenant moved out of the rental unit without giving written notice and in breach of the fixed term tenancy agreement. Her cheque in payment of February rent was dishonoured. I find that the landlord acted properly in mitigating his damages by securing a new tenant with the new tenancy commencing on March 15th, but at a reduced rent of \$1975.00 per month. I award the landlord the sum of \$2,025.00 for February rent and \$1,012.50 as loss of revenue for March. The landlord is also entitled to an award of \$300.00, being the difference between the old and new rent for the duration of the fixed term of the tenancy.

I accept the landlord's evidence that the rental unit was not properly cleaned when the tenant moved out; I award the landlord cleaning costs as claimed in the amount of \$255.00.

Based on the landlord's testimony and the photographic evidence submitted, I allow the landlord's claim for \$973.13. This includes the cost to remove and repair nail holes and substantial damage to the wall above the fireplace, the refinishing of kitchen drawers and necessary painting. This amount also includes the cost to repair a damaged sink, an amount that was mentioned as an additional amount in the landlord's monetary worksheet; I disallow the separate claim for bathroom sink repairs and chandelier installation. I allow the claim for \$200.48 to replace the laundry room door. I allow the claim for \$23.58 to rekey the locks.

I do not allow the claim for administrative expenses charged by the landlord's agent; this amount is not an allowable expense. I do not allow the claim for flooring replacement. The water leak that resulted in the damage to the floor was not due to any negligence on the part of the tenant and I find that the landlord's submission that the repair cost would have been substantially reduced had the tenant not delayed access to be speculative; on the evidence the landlord appears to have acquiesced in the delay and waited until the tenancy ended before commencing the work. This claim is denied. The landlord did not submit documentary evidence to support his claims for payment of a Hydro bill and for the cost to replace a garage door opener; these claims were not included in the application or the monetary order worksheet and they are also denied.

I have awarded the landlord the sum of \$3,337.50 for unpaid rent and loss of revenue. I have awarded him \$1,452.19 for cleaning and repairs. The total award to the landlord is

the sum of \$4,789.69. All other claims by the landlord are dismissed without leave to reapply. The landlord is entitled to recover \$50.00 of the \$100.00 filing fee for this application for a total award of \$4,839.69. I order that the landlord retain the security deposit of \$987.50 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$3,852.19. This order may be registered in the 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: May 07, 2012.

Residential Tenancy Branch

