



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

Although deemed served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on March 8, 2012, a Canada post tracking number was provided as evidence of service, the tenants did not appear.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenants have been duly served in accordance with the Act.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for damages to the unit?

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to compensation under the Act?

### Background and Evidence

The tenancy began on October, 1, 2010. Rent in the amount of \$750.00 was payable on the first of each month. A security deposit of \$375.00 and a pet deposit of \$200.00 were paid by the tenants.

The landlord claims as follows:

a.	Supreme court writ	\$ 80.00
b.	Bailiff fees	1,338.74
c.	January rent & loss revenue for February	1,500.00
d.	Carpet cleaning	117.60
e.	Replace carpets and installation	2,485.29

f.	Replace doors, fix, patch and paint	250.00
g.	Repaint unit	550.00
h.	Replace mini blinds – 5 pieces	355.00
l.	Clean stove, the stove fan and fridge	150.00
j.	Remove garbage and junk items not removed by bailiffs	240.00
k.	Clean whole unit – mini maid	329.28
l.	Document fee and service	280.00
	<b>Total claimed</b>	<b>\$7,675.91</b>

The landlord testified on December 22, 2011, at a dispute resolution hearing the landlord was granted an order of possession with an effective vacate date of December 31, 2011. However, the tenants did not vacate the rental unit as required by the Act.

The landlord testified on January 4, 2012, an application was made to obtain a writ of possession in the Supreme Court. The landlord is seeking compensation for the cost of obtaining the writ of possession in the amount of \$80.00.

The landlord testified on January 6, 2012, the bailiffs executed the writ of possession. The landlord is seeking compensation for bailiff fees in the amount of \$1,338.74. Filed in evidence is a copy of the bailiff's invoice.

The landlord testified the tenants had possession of the rental unit for part of January, 2012 and did not pay rent. The landlord stated the tenants left the rental unit in a condition where extensive cleaning and repairs were required and he was not able to rent the unit until the work was completed. The landlord is seeking rent for January 2012, and loss of revenue for February 2012, in the amount of \$1,500.00.

The landlord testified that the tenants left the carpets dirty and stained. The landlord stated the move-inspection report indicates the carpets were clean with no stains at the start of tenancy. The landlord is seeking compensation for the cost of cleaning the carpets in the amount of \$117.60. Filed in evidence is a copy of the move-in inspection report. Filed in evidence is a receipt for carpet cleaning.

The landlord further testified that he had the carpets professionally cleaned at the end of tenancy, however, the stains in the carpets would not come out. The landlord stated that the carpets were only four years old and they had to replace them. The landlord is seeking the cost to replace the carpets in the amount of \$2,485.29. Filed in evidence are photographs of the carpets prior to cleaning. Filed in evidence are photographs of the carpets after cleaning. Filed in evidence is a letter from the carpet cleaning company.

The landlord testified that two doors in the rental unit were broken and had to be replaced, painted and installed and is seeking compensation in the amount of \$250.00. Filed in evidence are photographs of the doors.

The landlord testified that there were excessive holes in the drywall from the tenants hanging items on the walls, and there were some holes in the drywall from what appeared to be someone punching the walls. The landlord stated there were also different colors of paint on the walls. The landlord is seeking the cost of repairing and painting the walls in the amount of \$550.00.

The landlord testified that the mini venetian blinds needed to be replaced as they were discoloured and some of the blinds were bent. The landlord stated the blinds were four years old as they were replaced at the same time as the carpets. The landlord is seeking the cost to replace the blinds in the amount of \$355.00.

The landlord testified the tenants did not clean the stove, stove fan or the refrigerator. The landlord is seeking to recover the cost of clean supplies and labour in the amount of \$150.00. Filed in evidence are photographs of the stove, stove fan and refrigerator.

The landlord testified that the bailiffs removed the tenants' belongings. The bailiffs do not remove items they deem garbage and there was a large amount of garbage that was left behind and the garbage had to be removed and disposed of. The landlord is seeking to recover the cost paid to have the garbage removed and disposed of in the amount of \$240.00. Filed in evidence are photographs of the tenants' rental unit.

The landlord testified that they hired a cleaning company to clean the unit and it cost \$329.28. Filed in evidence is a receipt for cleaning costs.

### Analysis

To prove a loss and have one party pay for the loss requires the other party to prove four different elements:

- Proof that the damage or loss exists;
- Proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement;
- Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- Proof that the Applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

In this case, the landlord has the burden of proof to prove a violation of the Act and a corresponding loss.

The evidence of the landlord was the tenants did not comply with the order of possession issued by a Dispute Resolution Officer on December 19, 2011, and as a

result were required to obtain a writ of possession in the Supreme Court. I find the landlord did suffer a loss due to the actions of the tenants violating the Act. Therefore, I grant the landlord compensation for the cost of obtaining a writ of possession in the amount of **\$80.00**.

The evidence of the landlord was the tenants did not comply with an order of possession and on January 6, 2012, the bailiffs executed the writ of possession. I find that the landlord did suffer a loss due to the actions of the tenants violating the Act. Therefore, I grant the landlord compensation for bailiff fees in the amount of **\$1,339.74**.

The evidence of the landlord was the carpets in the rental unit were dirty and stained from the neglect of the tenants and he had to have the carpets professional cleaned.

Policy Guideline 1 Carpets - states the tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, at the end of the tenancy the tenant will be held responsible for cleaning the carpets at the end of tenancy of one year.

Therefore, I find the landlord is entitled to recover the cost of cleaning the carpets in the amount of **\$117.60**.

The evidence of the landlord was carpet cleaning was not sufficient to remove the stains and the carpets were replaced.

In this case, the landlord had the carpets professional cleaned. However, the professional carpet cleaning company was unable to remove the stains as stated in their letter. The photographic evidence shows the carpets prior to cleaning and they also show the carpets after cleaning. While cleaning the carpets made a substantial difference, the carpets still appear to be stained.

The move-in inspection indicates the carpets were clean and no stains were noted at the start of tenancy. The landlord replaced the carpets due to the stains. The evidence of the landlord was the carpets were four years old. I find the landlord did suffer a loss due to the action or neglect of the tenants. Therefore, I find that the landlord is entitled to compensation for replacing the carpets.

Policy Guideline 37 states the useful life of a carpet is ten years. In this case, the carpets were four years old. Therefore, the landlord is granted sixty percent of the cost of replacing the carpets in the amount of **\$1,491.17**.

The evidence of the landlord was the tenants damaged two doors, which needed to be replaced, painted and installed. The photographic evidence filed shows two doors damaged. The move-in inspection does not note any damages to doors. I find the landlord did suffer a loss due to the action or neglect of the tenants. Therefore, I grant the landlord compensation for replacing the doors, and having the doors painted and installed in the amount of **\$250.00**.

The evidence of the landlord was the tenants had excessive nail holes in the walls, and there were holes in the drywall from what appears to be from someone punching the walls. Further, some walls were painted a different colour.

Policy Guideline 1 Walls - states the tenant must pay for repairing walls where there are an excessive number of nail hole and left the wall damage. The tenant is responsible for all deliberate or negligent damage to the walls. I find the landlord did suffer a loss due to the action or neglect of the tenants. Therefore, I grant the landlord compensation for repairing and painting the walls in the amount of **\$550.00**.

The evidence of the landlord was the tenants damaged the mini venetian blinds and they were unable to repair them. The move-in inspection does not note any damage to the blinds. The evidence of the landlord was the blinds were four years old. I find the landlord did suffer a loss due to the action or neglect of the tenants. Therefore, I find that the landlord is entitled to be compensated for replacing the blinds.

Policy Guideline 37 states the useful life of venetian blinds is ten years. Therefore, the landlord is granted sixty percent of the cost of replacing the blinds in the amount of **\$213.00**.

The evidence of the landlord was the tenants, did not clean the stove, stove fan or the refrigerator. The photographic evidence shows these appliances to be left in a very dirty condition.

Policy Guidelines 1 Appliances - states at the end of the tenancy the tenant must clean the stove top, elements and oven, and clean the refrigerator. I find the landlord did suffer a loss due to the action or neglect of the tenants. Therefore, the landlord is entitled to compensation for cleaning supplies and labour to clean the appliances in the amount of **\$150.00**.

The evidence of the landlord was the bailiffs did not remove all the garbage the tenants left behind and he was responsible for have the garbage removed and disposed off. The photographic evidence shows that there was an excessive amount of garbage left in the unit. I find the landlord did suffer a loss due to the actions or neglect of the tenants. Therefore, I grant the landlord compensation for the cost of removing and disposing the garbage in the amount of **\$240.00**.

The evidence of the landlord was a cleaning company was hired to clean the unit. The photographic evidence show the rental unit left in a substandard condition.

Policy Guidelines 1 Responsibility for Residential Premise - states the tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit. The tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. I find the landlord did suffer a loss due to the actions or neglect of the tenants.

Therefore, I grant the landlord compensation for the cost of cleaning in the amount of **\$329.28**.

The evidence of the landlord was the tenants were still in possession of the rental unit in January 2012 and did not pay rent. Therefore, I find the landlord is entitled to rent for January 2012, in the amount of **\$750.00**.

The evidence of the landlord was the tenants left the rental unit in such a condition that he was not able to rent the unit until all the required work was completed.

In this case, the unit was left in such a condition that the landlord was required to perform extensive work to ensure the unit met the health, safety and housing standards. I find due to the action and neglect of the tenants the landlord did suffer loss of rental income. Therefore, the landlord is granted compensation for loss revenue for the month of February 2012, in the amount of **\$750.00**

The landlord has established a monetary order in the amount of **\$6,310.79** comprised of the above amounts and the \$50.00 paid to file the application.

I order that the landlord retain the security deposit of \$375.00 and a pet deposit of \$200.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$5,735.79**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

### Conclusion

The landlord is granted a monetary order for the balance due.

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 08, 2012.

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Residential Tenancy Branch