



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes MNR, MNDC, MNSD, OPR, FF

### Introduction

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

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail on May 23, 2012, the tenant did not appear. I find that the tenant has been duly served in accordance with the Act.

### Issue(s) to be Decided

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

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

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

### Background and Evidence

Based on the affirmed testimony of the landlord, I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant has not paid all the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. The tenant vacated the rental unit on May 24, 2012.

The Landlord claims as follows:

|    |                                    |                   |
|----|------------------------------------|-------------------|
| a. | Unpaid rent and utilities          | \$1,243.88        |
| c. | Cost of repainting                 | \$60.00           |
| d. | Cost to replace carpets and labour | \$263.37          |
| e. | Garbage disposal cost              | \$89.60           |
|    | Loss of revenue for June 2012      | \$750.00          |
| g. | Filing fee                         | \$50.00           |
|    | <b>Total claimed</b>               | <b>\$2,636.85</b> |

The landlord testified the tenant had an outstanding balance owing for April 2012, rent and did not pay any rent for May 2012. The landlord seeks to recover \$730.00 for unpaid rent.

The landlord testified the tenant was required to pay 25% of the utilities and seeks to recover \$513.88 in unpaid utilities. Filed in evidence is a copy of the tenancy agreement. Filed in evidence are copies of the utility bills.

The landlord testified the tenant did not clean the rental unit and it took two people six hours to clean the unit to a reasonable standard. The landlord seeks to recover the amount of \$180.00. Filed in evidence are photographs of the condition the rental unit was left in by the tenant.

The landlord testified that the tenancy agreement states there was no smoking allowed in the rental unit. However, the tenant was smoking in the rental unit and received warning letters. The landlord is seeks to recover \$60.00 for the four hours of labour it took to paint the unit. Filed in evidence are written warning letters.

The landlord testified the carpets were only four years old and was required to be replaced as the tenant caused damage to the carpets. The landlord seeks to recover the cost of the carpet in the amount of \$173.37. The landlord stated that she seeks to recover the two hours for shopping for the carpet and four hours that it took to install the carpet. The landlord seeks compensation in the amount of \$90.00. Filed in evidence is a copy of the receipt. Filed in evidence are photographs of the carpet.

The landlord testified that the tenant left behind belongings and it cost her \$89.60 to have the items removed. Filed in evidence is a copy of the receipt. Filed in evidence are photographs of items left behind by the tenant.

The landlord testified that she seeks to recover loss of revenue for June 2012. The landlord stated she advertised the rental unit on May 24, 2012 and has not been able to rent the unit as of today's hearing; however she has had lots of showings.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Although the landlord is entitled to an order of possession in these circumstances, the tenant has vacated the rental unit and therefore, an order of possession is no longer required.

I find that the tenant has failed to pay rent and utilities under and tenancy agreement. Therefore, the landlord is entitled to compensation in the amount of **\$1,243.88**.

The evidence was the tenant vacated the rental unit without cleaning the unit as required by the Act. The evidence was it took two people six hours to clean the unit to a reasonable standard. The photographic evidence supports the landlord's claim that the tenant did not clean the rental unit at the end of tenancy. Therefore, I find the landlord is entitled to be compensated for cleaning cost in the amount of **\$180.00**.

The tenant violated the tenancy agreement by smoking in the rental unit. The landlord was required to repaint the unit. As the landlord is only seeking compensation for labour, I find four hours to be reasonable. Therefore, I grant the landlord compensation for painting in the amount of **\$60.00**.

The evidence of the landlord was the carpet was required to be replaced due to the damage caused by the tenant. The photographic evidence supports the landlord's claim.

Policy Guideline 37 states the useful life of a carpet is 10 years. In this case, the carpet was four years old. The evidence of the landlord was and it cost \$173.73 to replace the carpet and four hours to install. As the carpet was four years old, the landlord is entitled to the depreciated value of sixty percent. Therefore, I find the landlord is entitled to compensation for the cost of replacing the carpet in the amount of **\$140.02**.

The landlord is not granted compensation for the two hours for shopping for the carpet. However, I find the landlord is entitled to compensation for the four hours it took to install the carpet in the amount of **\$60.00**.

The evidence was the tenant did not remove all her belongings and the garbage for the rental unit as required by the Act. Therefore, I find the landlord is entitled to compensation for disposing those items in the amount of **\$89.60**.

In this case, the landlord has claimed for loss of revenue for the month of June 2012. I find the landlord took reasonable steps to re-rent the unit and is entitled to recover the loss. However, as there is a possibility to re-rent the unit for the balance of the month, I will only allow compensation for half of the rent payable under the tenancy agreement in the amount of **\$325.00**.

I find the landlord has established a total monetary claim of **\$2,148.50** comprised of the above amounts and the \$50.00 fee paid by the landlord for this application.

I order that the landlord to retain the deposit and interest of **\$325.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$1,823.50**.

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

Conclusion

The tenant failed to pay rent and did not file to dispute the notice to end tenancy, and vacated the rental unit. Therefore, an order of possession is not required.

The landlord is granted a monetary order, and may keep the security deposit and interest in partial satisfaction of the claim.

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: June 13, 2012.

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Residential Tenancy Branch