



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order. The landlord gave evidence that he served the tenant with his application for dispute resolution and notice of hearing by registered mail on May 17 to an address provided by the tenant. He further testified that he also served on the tenant his evidence of June 11 in which he amended his claim. I found that the tenant had been properly served with notice of the claim against her and the hearing proceeded in her absence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began in October 2011 and ended on April 1, 2012. The tenant was prohibited from smoking inside the unit, but smoked throughout the tenancy, which required the landlord to repaint the unit to eliminate the odour of smoke. The tenant failed to adequately clean the unit at the end of the tenancy and allowed her cat to urinate and defecate throughout the unit.

The landlord testified that he had to replace the carpet on the stairs of the unit and spent considerable time trying to find a way to eliminate the odour in other carpeted areas. The landlord seeks compensation for the cost of replacing the carpet on the stairs, paint, cleaning supplies and labour. He further seeks to recover the value of replacing other carpeting, although he did not end up replacing that carpeting as well as the cost of putting new tenants in a hotel when they were unable to move into the rental unit as planned on April 1.

The landlord also seeks to recover the fee charged by his property manager to prepare for arbitration and the filing fee paid to bring this application.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant caused damage to the unit by smoking in the unit and permitting her cat to urinate and defecate throughout. I further find that the tenant failed to clean the rental unit and that the landlord incurred hotel expenses for his new tenants when they were unable to move in on the date scheduled for their tenancy to begin.

I find that the landlord is entitled to recover losses resulting from the tenant's failure to meet her obligations under the Act and tenancy agreement. However, the landlord testified that the carpet in the unit was approximately 12 years old and that the house was last painted 4-5 years prior to the tenancy's commencement. Residential Tenancy Policy Guideline #40 identifies the useful life of carpet as 10 years and the useful life of interior paint as 4 years.

I accept that there are times in which an item's actual life will exceed its anticipated life and while I find that the carpet and interior paint may not have had significant value, the landlord suffered a loss in having to perform repairs. The landlord spent a total of \$341.07 on paint and \$194.00 for labour to repaint the house. I find that \$70.00, which represents approximately 20% of his costs, will adequately compensate him and I award him that sum.

I dismiss the claim for the estimated cost of replacing carpet which the landlord eventually elected not to replace. I find that an award of approximately 20% of the cost of replacing the carpet on the stairs will adequately compensate the landlord and I award him \$70.00.

I find that the landlord is entitled to recover all of the cleaning supplies purchased to clean the unit as the tenant failed to perform cleaning. I award the landlord \$71.70. I find that the landlord is entitled to recover the cost of housing his new tenants at a hotel when the rental unit was not ready for occupancy and I award him \$204.49.

I dismiss the claim for the property manager's fee for preparing for arbitration. Under the legislation, the only litigation related expense I am empowered to award is the cost of the filing fee. As the landlord has enjoyed some success in his claim, I award him the \$50.00 filing fee.

Conclusion

The landlord has been awarded \$466.19 which represents \$70.00 for painting, \$70.00 for carpet replacement, \$71.70 for cleaning supplies, \$204.49 for hotel costs and the \$50.00 filing fee. I grant the landlord a monetary order for \$466.19. 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: July 17, 2012

Residential Tenancy Branch