



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit. The landlords participated in the hearing and the tenant was represented by her agent, J.M., who had occupied the unit throughout the tenancy.

### Issue to be Decided

Are the landlords entitled to a monetary order as claimed?

### Background and Evidence

The parties agreed that the tenancy began on June 1, 2007 at which time a \$342.00 security deposit was paid. They further agreed that at the end of the tenancy, the tenant was paying \$775.00 per month in rent and that the tenant vacated the rental unit on or about July 1<sup>st</sup> without having given the landlords written notice.

The tenant's agent acknowledged that the landlords are entitled to recover \$60.95 as the cost of replacing blinds, \$123.20 as the cost of carpet cleaning and \$38.75 as the cost of bulbs and cleaning supplies.

The landlords seek to recover \$775.00 in lost income for the month of July as they did not discover that the rental unit had been abandoned until July 8 and were unable to re-rent it for that month.

The landlords seek to recover \$168.00 as the cost of replacing the stove with a used stove. The landlords testified that the stove was black and looked as though there had been a fire inside. They determined that it could not be cleaned and chose to replace it. The tenant's agent testified that there had not been a fire in the stove, but that it merely required cleaning.

The landlords seek to recover \$548.08 as the cost of replacing carpet with laminate and \$269.85 as the cost of replacing the flooring in the kitchen and entryway with vinyl tiles. The landlords claimed that the professional who they hired to clean the carpet told them

that only the carpet in the bedrooms could not be successfully cleaned due to excessive soiling and that the remaining carpeting had to be replaced. The landlords chose to replace the carpet with laminate. They testified that they also replaced the kitchen and entryway flooring as it was damaged. The tenant's agent acknowledged that the carpet required cleaning, but did not agree that it needed to be replaced. He further testified that there were no issues with the kitchen tiles.

The landlords seek to recover the \$112.89 cost of painting materials. The landlords claimed that the walls were not cleaned and that there were holes in the walls which required repair. The tenant's agent acknowledged that the walls required cleaning, but denied that there were holes in the walls beyond what could be characterized as reasonable wear and tear.

The landlords seek to recover \$2,500.00 as the cost of labour to perform the repairs and cleaning described above. They testified that they spent approximately 20 full days working in the unit. The tenant's agent argued that professionals would have spent considerably less time and repeated his argument that much of the work was not required.

The landlords seek to recover the \$214.44 in gasoline costs expended in their trips from their hometown to the town in which the rental unit is situated.

The landlords seek to recover the \$50.00 filing fee paid to bring this application.

### Analysis

As the tenant's agent agreed that she is responsible for the cost of replacing blinds and purchasing bulbs and cleaning supplies, I award the landlords \$60.95 and \$38.75 respectively.

The tenant was obligated under the Act to provide one calendar month's written notice that she was vacating the unit. While I can appreciate that circumstances required her to move quickly, this does not absolve her of her obligations under the Act. I find that the landlords are entitled to recover \$775.00 in lost income for the month of July and I award them that sum.

With respect to the stove, in order to recover the cost of replacing the stove, the landlords must prove on a balance of probabilities that the stove could not be cleaned or repaired. I am not satisfied on the evidence that this was the case and I therefore dismiss the claim for the cost of replacing the stove.

Turning to the claim for the cost of installing laminate and vinyl tiles, the landlords bear the burden of proving that the replacement was necessary. The landlords did not provide photographs showing the damage to the carpet and in the absence of evidence to corroborate their claim, which could have included a statement from the carpet cleaner that the carpet was not salvageable, I find that they have failed to prove on the balance of probabilities that the carpet and tiles required replacement and I dismiss the claim.

Addressing the claim for painting supplies, again, the landlords did not provide evidence to prove that the walls required repairs and as the tenant's agent denied that repairs were required, I find that the landlords have not met their burden of proof. Residential Tenancy Policy Guideline #40 identifies the useful life of interior paint as 4 years. As the tenancy lasted for 5 years, I find that the paint had outlived its useful life and repainting would have been required in any event. For these reasons I dismiss the claim for the cost of painting materials.

As the landlords have failed to prove that much of the work was required, I am unable to compensate them for all of labour costs requested. The tenant's agent acknowledged that some cleaning was required and that blinds had to be replaced and estimated that between one and two days would be required to complete that cleaning. I find that an award for 15 hours of labour is appropriate and I find that an appropriate rate of pay is \$18.00 per hour. I award the landlords \$270.00 for labour.

I dismiss the landlords' claim for the cost of gas to commute back and forth between their home and the rental unit. The landlords chose to operate a business which was not close to their home and the tenant should not have to bear the costs resulting from that decision.

As the landlords have been partially successful in their claim, I find that they are entitled to recover one half, or \$25.00, of the filing fee and I award them that sum.

### Conclusion

In summary, the landlords have been successful in the following claims.

Replacement of blinds	\$ 60.95
Cleaning supplies	\$ 38.75
July loss of income	\$ 775.00
Labour	\$ 270.00
Filing fee	\$ 25.00
<b>Total:</b>	<b>\$1,292.90</b>

I order the landlords to retain the \$342.00 security deposit and the \$8.18 in interest which has accrued to the date of this judgment in partial satisfaction of the claim and I grant the landlords a monetary order under section 67 for the balance of \$942.72. 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: December 20, 2012

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Residential Tenancy Branch