



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HSIN HUA DEVELOPMENTS LTD.
And [tenant's name suppressed to protect privacy]

DECISION

Dispute Codes:

MND, MNR, MNSD, MNDC, FF

Introduction.

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for unpaid rent, loss of income, cleaning, repairs and for the recovery of the filing fee. The landlord also applied to retain the security and pet deposits in partial satisfaction of his claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, loss of income, cleaning, repairs and for the recovery of the filing fee? Is the landlord entitled to retain the security and pet deposits?

Background and Evidence

The tenancy started on September 01, 2011 and ended on October 31, 2012, pursuant to a ten day notice to end tenancy for non payment of rent. Rent was \$1,250.00 due on the first day of each month. Prior to moving in the tenant paid a security deposit of \$625.00 and a pet deposit of \$300.00.

Both parties agreed that rent for October, in the amount of \$850.00, was owed to the landlord. The landlord stated that the tenant moved out on October 31 and he advertised the availability of the rental unit but was unsuccessful in finding a tenant for the month of November 2012. The landlord is claiming loss of income for this month.

The landlord also testified that the tenant left the unit in a condition that required cleaning, painting and repairs. He stated that the unit was fully renovated in June 2011. The tenant agreed that she may have caused some grease stains in the common hallway. She also agreed to cover the cost of the removal of garbage, furniture and clothing that she had left behind. The landlord filed photographs which depict the condition of the unit and support the landlord's oral testimony of the extent of the damage to the rental unit.

The landlord is claiming the following:

1.	Removal of garbage, furniture and clothing	\$200.00
2.	Patching and repairs to walls and floors	\$325.00
3.	Removal of glue, food, grease from inside cupboards	\$150.00
4.	Cleaning and degreasing oven	\$50.00
5.	Replace broken faucet	\$153.00
6.	Replacing glass stove top	\$461.00
7.	Painting of walls and ceilings	\$1,425.00
8.	Replace carpet in the hallway	\$250.00
9.	Touch up painting in hallway	\$400.00
10.	Rent owed for October 2012	\$850.00
11.	Loss of income for November 2012	\$1,250.00
12.	Filing fee	\$50.00
	Total	\$5,564.00

Analysis

Based on the testimony of both parties, I find that tenant agreed to pay \$200.00 for the removal of her unwanted belongings left behind. The landlord filed photographs which depict the extent of the damage to the walls, cupboards, oven, painting and carpet. Based on this evidence and the landlord's testimony that the unit was renovated just prior to the tenancy, I find that the tenant must pay for the costs incurred by the landlord to patch and repair walls, clean the inside of the cupboards, clean and degrease the oven and replace the broken faucet. The landlord has not yet replaced the glass stove top and therefore his claim for \$461.00 is dismissed.

Section 40 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the painting. As per this policy, the useful life of interior painting is four years. The landlord renovated the rental unit in June 2011 and therefore by the end of the tenancy, the painting had two years and eight months of useful life left. Accordingly, I find that the landlord is entitled to \$940.50 which is the approximate prorated value of the remainder of the useful life of the painting.

The tenant agreed that she did cause some grease stains on the carpet in the common hallway. Since this hallway is used by other tenants as well, I will award the landlord a minimal award of \$100.00 towards the cleaning of the carpet. Since the hallway is used by others, I find that the tenant is not liable for the cost of paint touch ups.

The tenant agreed that she owed \$850.00 in rent for October 2012.

When a landlord is claiming damages, the landlord has a legal obligation to do whatever is reasonable to minimize the loss. This duty is commonly known in the law as the duty to mitigate.

Based on the testimony of the landlord, I find that the landlord advertised the availability of the rental unit but was unsuccessful in finding a tenant for November. Therefore I find that the landlord suffered a loss of income and is entitled to \$1,250.00.

The landlord has proven most of his claim and therefore is also entitled to the recovery of the filing fee in the amount of \$50.00.

Overall, the landlord has established a claim as follows:

1.	Removal of garbage, furniture and clothing	\$200.00
2.	Patching and repairs to walls and floors	\$325.00
3.	Removal of glue, food, grease from inside cupboards	\$150.00
4.	Cleaning and degreasing oven	\$50.00
5.	Replace broken faucet	\$153.00
6.	Replacing glass stove top	\$0.00
7.	Painting of walls and ceilings	\$940.50
8.	Replace carpet in the hallway	\$100.00
9.	Touch up painting in hallway	\$0.00
10.	Rent owed for October 2012	\$850.00
11.	Loss of income for November 2012	\$1,250.00
12.	Filing fee	\$50.00
	Total	\$4,068.50

I order that the landlord retain the security deposit of \$625.00 and pet deposit of \$300.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$3,143.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$3,143.50**.

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: February 20, 2013

Residential Tenancy Branch



Residential Tenancy Branch

RTB-136

Now that you have your decision...

All decisions are binding and both landlord and tenant are required to comply.

The RTB website (www.rto.gov.bc.ca) has information about:

- How and when to enforce an order of possession:
Fact Sheet RTB-103: *Landlord: Enforcing an Order of Possession*
- How and when to enforce a monetary order:
Fact Sheet RTB-108: *Enforcing a Monetary Order*
- How and when to have a decision or order corrected:
Fact Sheet RTB-111: *Correction of a Decision or Order*
- How and when to have a decision or order clarified:
Fact Sheet RTB-141: *Clarification of a Decision or Order*
- How and when to apply for the review of a decision:
Fact Sheet RTB-100: *Review Consideration of a Decision or Order*
(Please Note: Legislated deadlines apply)

To personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at www.rto.gov.bc.ca