



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MND, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover unpaid rent, the costs of repairs, cleaning and for the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Has the landlord established a claim for unpaid rent, cost of repairs, cleaning and the filing fee?

Background and Evidence

The landlord purchased this rental property in 2001. The tenants were already renting the unit prior to the purchase and continued to occupy the rental unit. There is no written tenancy agreement. Both parties agreed that the monthly rent was \$600.00 due on the first of each month. The landlord stated that he provided receipts for all payments made by the tenant. There was no security deposit paid by the tenant.

The tenant stated that there was a verbal agreement to repair the rental unit in lieu of rent. The landlord agreed and provided information on amounts deducted off rent for work done by the tenant. The landlord read off his receipts and provided dates and amounts paid by the tenant towards rent. The tenant was mostly late and was constantly catching up on rent.

The landlord stated that on June 27, 2010 the tenant paid rent for the month of March 2010. The last payment made by the tenant was on November 29 for the months of July and August. The tenant agreed that he was provided with receipts for all payments, but stated that he had lost his receipts during the move. The tenant moved out on December 31, 2010 pursuant to a two month notice to end tenancy for landlord's use of property.

The landlord is claiming rent for the months of September 2010 to January 2011. Upon informing the landlord of section 51 of the *Residential Tenancy Act* which entitles a tenant to receive compensation in the amount of one month's rent, the landlord agreed to amend the amount of his monetary claim to omit rent for December 2010 and January 2011.

The landlord has filed photographs of the condition of the unit at the time the tenants left. The photographs indicate that the house was left in an extremely dirty and damaged condition. The damage done was beyond normal wear and tear. The damage portrayed in the photographs include broken window panes, fist sized holes in the walls, ripped out flooring, broken tiles, extremely dirty toilet, oven etc.

The landlord stated that he listed the home for sale and had an offer. However this offer fell through after the purchaser realized the extent of the work needed to repair the home. The landlord stated that he eventually found a buyer who offered \$45,000.00 less than the initial offer.

The landlord filed an estimate made out by a professional contractor to repair the home. The estimate refers to replacement of windows, plumbing, flooring, toilets, shower stalls etc. for the amount of \$15,176.00. The landlord stated that instead of getting the work done he simply sold the home for a lower price.

The landlord is claiming the following:

1.	Unpaid rent for September to November 2010	\$1,800.00
2.	Repairs	\$15,176.00
3.	Filing fee	\$100.00
	Total	\$17,076.00

Analysis

Based on the testimony of both parties, I find that the tenant failed to pay rent for the period of September to November 2010. Therefore the landlord is entitled to his claim in full.

The landlord did not incur the expense of repairing the home but did suffer a loss in the sale price due to the condition of the home as left by the tenants. The home is close to 100 years old. The landlord had owned it for over ten years at the time the tenancy ended. Most of the items that needed to be replaced were at least ten years old and it is more likely than not that they had outlived their useful life. Therefore I find that the landlord would have had to replace these items at his own expense anyway, regardless of the condition the tenant left them in.

However, the tenants did leave the rental unit in a condition that was extremely dirty and damaged. I find that on a balance of probabilities, it is more likely than not that the property sold at a lower price because of the condition it was in.

Residential Tenancy Policy Guideline #16 states that an arbitrator may award “nominal damages” which are a minimal award. These damages may be awarded as an affirmation that there has been an infraction of a legal right.

Based on the oral testimony of the landlord and the condition as portrayed in the photographs, I award the landlord \$2,000.00 towards the monetary loss that he suffered due to the condition of the home at the end of the tenancy.

Since the landlord has proven his claim, he is also entitled to the filing fee.

Overall the landlord has established the following claim:

1.	Unpaid rent for September to November 2010	\$1,800.00
2.	Repairs	\$2,000.00
3.	Filing fee	\$100.00
	Total	\$3,900.00

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$3,900.00. 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 \$3,900.00.

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 22, 2013

Residential Tenancy Branch

