



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the landlords application for a Monetary Order for damage to the unit, site or property; for a Monetary Order for unpaid rent; for an Order permitting the landlord to keep all or part of the tenants security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*. The landlord testifies that the tenant was served in person at the tenant's new address on February 28, 2013. The evidence for this hearing was served by registered mail to the tenant on May 14, 2013. Mail receipt numbers were provided by the landlord for service of the evidence.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for damage to the unit?
- Is the landlord entitled to a Monetary Order for unpaid rent?

- Is the landlord permitted to keep the security deposit?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?

Background and Evidence

The landlord testifies that this tenancy started as a fixed term tenancy for one year on February 09, 2011. The tenancy reverted to a month to month tenancy at the end of the fixed term. Rent for this unit was \$1,750.00 per month and was due on the first day of each month in advance. The tenant paid a security deposit of \$875.00 on February 09, 2011. The landlord testifies that the tenant has not provided a forwarding address in writing to the landlord but did verbally inform the landlord of the forwarding address.

The landlord testifies that the tenant failed to give written notice to end the tenancy. The landlord testifies that the tenant sent the landlord a text message informing the landlord that the tenant wanted to end the tenancy at the end of April, 2012. The landlord has provided a copy of this text message which was sent on April 04, 2012. The landlord testifies that she responded to the tenant when the landlord saw the message on April 07, 2012 and informed the tenant that one month's written notice was required to end the tenancy.

The landlord testifies that they started to show the unit straight away however due to the condition of the unit particularly the dog urine stains on the three bedroom carpets and the balcony the landlord could not re-rent the unit for May 01, 2012. The landlord refers to the documentary evidence showing the carpet stains and the e-mails from prospective tenants concerning the urine smell in the unit. The landlord testifies that this unit had been purchased in a pristine condition just before the tenancy commenced and despite advertising the unit for rent it took three weeks to get the unit into a condition for rental. The landlord testifies that the unit was re-rented for June 01, 2012. The landlord seeks therefore to recover unpaid rent for May, 2012 to the sum of \$1,750.00.

The landlord testifies that they attempted to clean the dog urine stains to get rid of the smell from the carpets and balcony however the carpets were too heavily stained through the carpet, the underlay and onto the subfloor as shown in the landlord's photographic evidence. The landlord testifies that as the carpets could not be cleaned the landlord had to replace the carpets in all three bedrooms and opted for engineered flooring to reduce costs. The landlord seeks to recover the following costs:

Labour to remove the damaged carpet and lay new flooring - \$840.00

Additional labour to help remove carpet and take old carpet to the dump - \$250.00

Costs for new flooring - \$599.43

Chemicals to try to remove dog urine smell - \$29.59

Dump fees - \$21.00

The landlord has provided invoices and receipts for these items claimed in documentary evidence.

The landlord testifies that there is no further claim for compensation for damage or loss although the tenant did leave additional damage in the rental unit.

The landlord seeks an Order to permit the landlord to keep the security deposit to offset against the unpaid rent and damages. The landlord also seeks to recover the filing fee of \$50.00 from the tenant.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of the landlord. I refer the parties to s.45 (1) of the *Act* which states:

45 (1) *A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that*

(a) is not earlier than one month after the date the landlord receives the notice, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

I am satisfied with the evidence before me that the tenant did not provide written notice to the landlord pursuant to s. 45(1) of the *Act* and therefore the landlord is entitled to recover a loss of rental income for May, 2012 of **\$1,750.00** as the earliest the tenancy could have ended would have been May 31, 2012. I further find that due to the condition the tenant left the rental unit in the landlord had difficulty renting the unit in May, 2012.

With regards to the landlords claim for damages; s. 32(2) and 32(3) of the *Act* state:

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

Having reviewed the evidence before me I am satisfied that the tenant did not comply with s. 32(2) and s. 32(3) of the *Act* and left the rental unit in a condition which was unsanitary with dog urine stains embedded on the carpet, underlay and subflooring and with other areas of the unit left unclean. Consequently the landlord is entitled to recover costs incurred to replace the carpets in three bedrooms and other associated costs to remove and dump the carpets. The landlord will receive a Monetary Order to the amount of **\$1,689.43** to remove the old carpet and to replace this with engineered flooring; **\$29.59** for chemicals to clean the dog urine; and **\$22.00** for dump fees.

I Order the landlord to keep the security deposit of **\$875.00** pursuant to s. 38(4)(b) of the *Act* and this will be offset against the landlords monetary award.

I find the landlord is entitled to recover the **\$50.00** filing fee from the tenant pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the landlord for the following amount:

Loss of rental income for May, 2012	\$1,750.00
Carpet replacement costs	\$1,689.43
Chemicals	\$29.59
Dump fee	\$22.00
Subtotal	\$3,491.02
Less security deposit	(-\$875.00)
Plus filing fee	\$50.00
Total amount due to the landlord	\$2,584.02

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for \$2,584.02. The order must be served on the respondent and is enforceable through the Provincial Court 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: May 23, 2013

Residential Tenancy Branch

