



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      MND, MNDC, FF

### **Introduction:**

The landlord has applied for resolution of a dispute in the tenancy at the above noted address, and requests a Monetary Order for loss of rent, repairs to carpets and lino, and painting costs.

### **Issues to be decided:**

I am asked to determine whether the tenant is liable for the landlord's loss of rent following the ending of this tenancy, and whether the tenant is liable for the landlord's costs for flooring repair and painting.

### **Background and Evidence:**

A fixed term tenancy began April 15, 2011, with a 12 month term, to expire April 15, 2012. Initially rent was \$2,900, but it increased to \$3,700 per month, when the tenant agreed during the tenancy to also rent the basement suite in the home. There was no condition inspection report prepared before or after the tenancy. After the one year term expired, the tenancy continued on a month to month basis, and ended in the first week of June, 2012.

Although the tenant's mother paid some bills and had some involvement, the actual tenancy agreement was signed only by the tenant named in this decision, not by her mother. The premises were used as a recovery centre, and some damaged was caused during the tenancy. The tenant tried unsuccessfully to clean the carpets, but they had been burned with cigarettes, and also suffered stains that did not come out, and were left with an odor from the animals that had also stayed in the premises. The landlord arranged to have the carpets replaced in the affected portions, following the end of the tenancy, with invoiced costs of \$2162.00 and \$1,906.00. The tenant does not dispute the cost of these carpet repairs of the damaged areas. The landlord also arranged to have the kitchen lino replaced, which was scratched, at a cost of \$950.00. The tenant denies scratching the lino, and alleges there was a big scratch that pre-existed the tenancy. The landlord repainted the many walls that were damaged, and has claimed for his materials of \$400.25. The tenant does not dispute this portion of the claim.

The landlord tried to sell the premises immediately following the ending of the tenancy, on an as-is basis, but as there was no interest, he decided to clean and repair the premises. He terminated the listing agreement in August, and was able to find new tenants effective mid-September. The landlord submits he is entitled to loss of rental income for 3.5 months, while the tenant denies the landlord is entitled to any loss of income.

**Analysis:**

The claim as against the tenant's mother is dismissed, as she was never a signatory to the tenancy agreement, and was never a formal tenant of the premises.

The tenant admits that carpets were damaged, and does not dispute the repair cost for that damage. I therefore award the sum of \$2,162.00 and \$1,906.00, representing the costs of the carpets.

The completion of a Condition Inspection Report at the start and end of a tenancy is a mandatory requirement of the landlord. A report of this nature would have clarified the condition of the kitchen lino. In the absence of such report, I find that the landlord has failed to establish that the lino was in an unscratched condition at the start of the tenancy. The claim for the lino replacement is dismissed.

The tenant does not dispute the cost of the landlord's paint materials, and the sum of \$400.25 is awarded.

The landlord was not trying to rent the premises for the entire period after the tenancy. I find that while the premises were listed for sale, the tenant cannot be held liable for any loss of rent. However, I accept that there was a one month delay between the time a new tenancy began, and the period when repairs were being made, as a result of the damage caused by the tenant or her clients. I therefore award the loss of rent for 1 month, of \$3,700.00.

The tenant is also liable for the landlord's filing fee of \$100.00.

The total sum awarded is \$8,268.25.

**Conclusion:**

The tenant is ordered to pay the sum of \$8,268.25.

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 10, 2013

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Residential Tenancy Branch