



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *OPR, MNR, MND, MNSD, MNDC, FF*

Introduction.

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for an order of possession and for a monetary order for loss of income, cost of cleaning the carpet, painting, repairs and garbage removal and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The tenant moved out on April 23, 2013. Therefore an order of possession is not necessary. Accordingly, this hearing only dealt with the landlord's monetary claim for unpaid rent, cost of repairs, cleaning, filing fee and to retain the security deposit.

Issues to be decided

Is the landlord entitled to a monetary order for loss of income; cost of cleaning the carpet, painting, repairs and garbage removal and for the recovery of the filing fee?

Background and Evidence

The tenancy started on August 15, 2012 for a fixed term of six months, with an end date of February 28, 2013. At the end of the fixed term, the tenancy continued on a month to month basis. Rent was \$800.00 due on the first day of each month. Prior to moving in the tenant paid a security deposit of \$400.00 and a pet deposit of \$400.00.

On March 31, 2013, the tenant provided the landlord with a written notice to end the tenancy effective April 30, 2013. The landlord stated that he advertised the availability of the unit on April 16 and had a request for a showing. The tenant was sick and was unable to allow a showing. The landlord stated that he continued to advertise and showed the unit on May 15. A new tenant was found for June 01, 2013.

The landlord stated that the unit was left in a messy condition and could not be re-rented. He repainted the entire unit even though he had painted the unit just prior to the start of tenancy. The landlord stated that there was dog hair everywhere and he had to spend eight hours vacuuming it from under the baseboards and appliances.

The tenant did not clear the dog faeces from the yard. The tenant stated that the landlord had told her that he had motorized equipment to remove the waste. The landlord accepted that the tenant had cleaned the carpet but stated that he had to have it re cleaned to remove the odour and pet stains. The tenant also agreed that she had left behind some garbage.

The landlord stated that the tenant broke the handle of the freezer and that he replaced the appliance with a used one. The tenant argued that the appliance was old and the handle broke when she opened the door. The tenant agreed that she owed the landlord the amounts he was claiming for utilities.

The landlord is claiming the following:

1.	Unpaid rent for April 2013	\$800.00
2.	Loss of income for May 2013	\$800.00
3.	Hydro and phone	\$249.42
4.	Painting	\$450.00
5.	Carpet cleaning	\$75.00
6.	Cleaning	\$160.00
7.	Garbage removal	\$150.00
8.	Replace refrigerator	\$100.00
9.	Towel rack	\$24.63
10.	Mail, Envelopes, memory stick	\$30.25
11.	Door lock	\$27.99
12.	Filing fee	\$50.00
	Total	\$2,917.29

Analysis

1. Unpaid rent for April 2013 - \$800.00

The tenant stated that she paid rent for this month by allowing the landlord to keep her pet and security deposit. I find that the landlord is entitled to rent.

2. Loss of income for May 2013 - \$800.00

Based on the testimony of both parties, I find that the tenant gave adequate notice to end the tenancy effective April 30, 2013. The landlord stated that the unit was in no condition to re rent for May 01 as he had to repaint and clean. The landlord also stated that he started advertising on April 16, 2013.

Section 7 of the *Residential Tenancy Act* states that a landlord who claims compensation for loss that results from the tenant's non-compliance with the *Act*, the regulations or their tenancy agreement must do whatever is reasonable to minimize the loss.

In this case, I find that the landlord waited for two weeks before he started advertising for a new tenant. Upon review of the dates of the invoices filed by the landlord, I further find that the work to clean and paint was completed within the first week of May.

Accordingly I find that the tenant provided adequate notice to end the tenancy, the landlord did not start looking for a tenant as soon as he found out that the tenancy was ending and the work to restore the unit to a condition that it could be re-rented was accomplished within a week. Therefore I find that pursuant to section 7, the landlord did not do whatever is reasonable to minimize the loss and therefore he is not entitled to his claim for loss of income.

3. Hydro and phone - \$249.42

The tenant agreed to pay the outstanding bills and therefore I award the landlord this amount.

4. Painting - \$450.00

The landlord stated that there were holes in the walls and brown stains from the pet lying against the bottom of the walls. Section 37 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 unit was painted just prior to the start of the tenancy and therefore by the end of the tenancy, the painting had 39 months of useful life left. Accordingly, I find that the landlord is entitled to \$365.43 which is the prorated value of the remainder of the useful life of the interior painting.

5. Carpet cleaning - \$75.00

Based on the testimony of both parties, I find on a balance of probabilities that there was pet odour emanating from the carpet and therefore the landlord had to re-clean the carpet. I award the landlord \$75.00.

6. Cleaning - \$160.00

The landlord testified that there was dog hair everywhere and there was food on the sides of the cabinets. The landlord stated that he had to spend eight hours vacuuming and cleaning. I find that the landlord is entitled to his claim.

7. Garbage removal - \$150.00

The landlord has filed a receipt in this amount for garbage removed and dumped on May 07, 2013. The tenant agreed that she had left some unwanted items. I award the landlord his claim.

8. Replace refrigerator - \$100.00

Based on the testimony of both parties, I find that the appliance was at least five years old and that the tenant did not intentionally break the handle of the refrigerator. The landlord is responsible for wear and tear and therefore I deny this claim.

9. Towel Rack - \$24.63

The landlord did not file a copy of a receipt and therefore his claim is denied.

10. Mail, envelopes, memory stick - \$30.25

The legislation does not permit me to award any litigation related costs other than the filing fee.

11. Door lock - \$27.99

The tenant stated that she contacted the landlord to return the keys but he did not reply. The landlord did not file a receipt and therefore his claim is dismissed.

12. Filing fee - \$50.00

Since the landlord has proven most of his case, I award him the filing fee of \$50.00.

Overall the landlord has established a claim for:

1.	Unpaid rent for April 2013	\$800.00
2.	Loss of income for May 2013	\$0.00
3.	Hydro and phone	\$249.42
4.	Painting	\$365.43
5.	Carpet cleaning	\$75.00
6.	Cleaning	\$160.00
7.	Garbage removal	\$150.00
8.	Replace refrigerator	\$0.00
9.	Towel rack	\$0.00
10.	Mail, Envelopes, memory stick	\$0.00
11.	Door lock	\$0.00
12.	Filing fee	\$50.00
	Total	\$1,849.85

I order that the landlord retain the deposits of \$800.00 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 \$1,049.85. 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 **\$1,049.85**.

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: June 12, 2013

Residential Tenancy Branch