



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Homelife Benchmark Realty WG
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR; MND; MNDC, FF

Introduction

This is the Landlord's application for a Monetary Order for damages to the rental unit and loss of revenue; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent BW gave affirmed testimony at the Hearing.

BW testified that the Notice of Hearing documents and copies of the Landlord's documentary evidence were mailed to the Tenant, via registered mail, to her forwarding address on June 15, 2013. The Landlord provided the registered mail receipt and tracking numbers in evidence.

Based on the BW's affirmed testimony and the Landlord's documentary evidence, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

Preliminary Matter

The Landlord had a previous Hearing with respect to this tenancy. The Landlord sought a monetary award for unpaid rent for December, 2012, unpaid utilities and to keep all or part of the security and pet damage deposits. The Landlord's application for a monetary award was granted but only the security deposit was set off against the Landlord's monetary award. The Landlord was also given leave to apply for further compensation due to damages to the rental unit.

At the outset of the Hearing, BW confirmed that the Landlord still holds the Tenant's pet damage deposit and asked that it be applied against the Landlord's monetary award in this Application.

Issues to be Decided

- Is the Landlord entitled to compensation for loss of revenue for the month of January, 2013, and a monetary award for unpaid utilities and damage to the rental unit?

Background and Evidence

BW gave the following testimony:

A copy of page one of the tenancy agreement was provided in evidence. This tenancy began on August 1, 2012. The tenancy agreement was a one year lease, expiring July 31, 2013. The Tenant vacated the rental unit on December 3, 2012, as a result of a 10 Day Notice to End Tenancy for Unpaid Rent.

BW testified that the Tenant was offered several opportunities to complete a Condition Inspection Report (the "Report") with the Landlord, but did not attend. The Landlord provided a copy of a Notice of Final Inspection Opportunity for December 21, 2012 at 2:00 p.m. in evidence. BW stated that she completed the Report in the Tenant's absence. A copy of the Report and photographs of the rental unit were provided in evidence.

BW stated that the Tenant caused damage to the hardwood floors, leaving deep gouges in the floors where the couch sat. She stated that the floors were 8 years old. The Landlord seeks compensation for the cost of repair the hardwood. The Landlord received an estimate in the amount of \$1,800.00 for this cost.

BW testified that the Tenant also caused damage to the walls of the rental unit which had to be repaired and painted. The walls were last painted 2 years before the tenancy began. The Landlord provided copies of invoices and receipts for the cost of painting.

BW testified that the Tenant did not clean the rental unit or shampoo the carpets at the end of the tenancy. She stated that the carpets were dirty and stained. The Landlord provided invoices for the cost of general cleaning and shampooing the carpets.

BW stated that the Landlord was provided with a monetary award for unpaid utilities at the previous hearing, but that all of the bills had not come in. The Landlord seeks to recover the remainder of the outstanding utility bills. The Landlord provided copies of the bills in evidence.

At the prior hearing, the Landlord was provided a monetary award for unpaid rent for the month of November, 2013. BW testified that the Landlord was not able to re-rent the rental unit until January 1, 2013, due to the damage the Tenant did to the property. The Landlord seeks compensation for loss of income for the month of December, 2012.

The Landlord seeks a monetary award, calculated as follows:

Loss of revenue for December, 2012	\$1,650.00
Unpaid hydro	\$43.41
Unpaid water/garbage	\$42.12
General cleaning (16 hours @\$30.00 + tax)	\$537.60
Paint, light bulbs, sink strainers	\$314.38
Cost to paint (12 hours @\$45.00 + tax)	\$604.80
Carpet cleaning	\$200.48
Hardwood floor repair (estimate)	<u>\$1,800.00</u>
TOTAL AMOUNT CLAIMED	\$5,091.79

Analysis

I accept BW's affirmed undisputed testimony in its entirety.

I find that the Landlord provided sufficient evidence to prove its claim for unpaid utilities in the total amount of **\$85.53**.

Section 67 of the Act provides that if damage or loss results from a party not complying with the Act, regulations or tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Section 37 of the Act provides that a tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear at the end of a tenancy.

Based on the testimony and documentary evidence provided, I find that the Landlord provided sufficient evidence to establish its claim for compensation and damages due to the Tenant's breach of Section 37 of the Act.

Residential Tenancy Branch Policy Guideline 40 provides the useful life of building materials. The Guideline provides a useful life of indoor paint of 4 years and a useful life of hardwood floors of 20 years. Therefore, I allow the Landlord's claim for the cost of painting in the amount of **\$302.40** ($\$604.80 \times 2/4$), and its claim for the cost of repairing the hardwood in the amount of **\$720.00** ($\$1,800.00 \times 8/20$).

I allow the remainder of the Landlord's application as claimed.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the pet damage deposit towards partial satisfaction of the Landlord's monetary claim. No interest has accrued on the security deposit.

The Landlord has been partially successful in its application and I find that it is entitled to recover **\$50.00** of the cost of the filing fee from the Tenant.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Loss of revenue for December, 2012	\$1,650.00
Unpaid utilities	\$85.53
General cleaning (16 hours @\$30.00 + tax)	\$537.60
Paint, light bulbs, sink strainers	\$314.38
Prorated cost to paint	\$302.40
Carpet cleaning	\$200.48
Prorated estimate to repair floors	\$720.00
Partial recovery of filing fee	<u>\$50.00</u>
Subtotal	\$3,860.39
Less set off of pet damage deposit	<u>-\$825.00</u>
TOTAL	\$3,035.39

Conclusion

I hereby grant the Landlord with a Monetary Order in the amount of **\$3,035.39** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) and enforced 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: October 02, 2013

Residential Tenancy Branch

