



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNR, MNDC, OPC, MNSD, 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 the loss of income, repairs, cleaning, unpaid rent and utilities and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim.

The landlord served a copy of his application and the notice of hearing to the tenant in person on June 29, 2013, in the presence of a witness. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

At the outset of the hearing, the landlord informed me that the tenant moved out at the end of June and the landlord already had possession of the rental unit. Accordingly the landlord's application for an order of possession is no longer necessary. The landlord requested that his application to retain the security deposit be dismissed with leave to reapply at a later date. Since the landlord is in the process of restoring the rental unit, I allow his request.

Issues to be decided

Is the landlord entitled to a monetary order for loss of income, repairs, cleaning, unpaid rent and utilities and for the recovery of the filing fee?

Background and Evidence

The tenancy started on April 01, 2012. The monthly rent was \$1,475.00 due on the first of each month and did not include utilities. Prior to moving in the tenant paid a security deposit of \$750.00.

The landlord testified that the tenant left the unit in a condition that required extensive cleaning and repair. The tenant had a cat. There was an odour of cat feces in the unit. At the end of the tenancy the carpets were damaged and needed to be replaced. In

addition, the unit was flea infested and at the time of the hearing, the landlord was in the process of getting the unit fumigated. He testified that one treatment was already done and the second is scheduled to be done soon.

The landlord stated that the tenant failed to pay utilities for May and June and rent for June. The landlord was unable to rent the unit for July due to the extensive work required to restore the unit. The landlord filed photographs to support his testimony. The landlord stated that he suffered a loss of income for July and at the time of the hearing was unable to rent for August due to the ongoing treatment for the flea infestation.

The landlord is claiming \$1,881.08 for cleaning, painting and repairs. The landlord has filed adequate evidence by way of photographs and invoices to support his claim.

The landlord is also claiming \$1,200.00 to replace the carpet and \$500.00 to replace a refrigerator. The landlord stated that the carpet was only three years old and the refrigerator was 7 years old.

The landlord anticipates that he will incur additional expenses for removal of the tenant's belongings left behind in the garage, removal of an uninsured vehicle and replacement of a kitchen knob for a total of \$570.80.

Analysis

Based on the undisputed testimony of the landlord and the documentary evidence filed by the landlord, I find that the landlord has established a claim for \$1,475.00 for unpaid rent for June, \$491.00 for unpaid utilities and \$1,475.00 for loss of income for July 2013. I further find that the unit is still not ready for a new tenant due to the fumigation in process and therefore I award the landlord loss of income in the amount of \$737.50 for half of August. Overall, the landlord has established a claim of \$4,178.50 for unpaid rent, unpaid utilities and loss of income.

In absence of evidence to the contrary, I accept the landlord's evidence in respect of his claim for cleaning and repair in the amount of \$1,881.08.

Section 40 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 carpet and the refrigerator. As per this policy, the useful life of carpets is ten years and the useful life of a refrigerator is fifteen years.

The landlord testified that the carpet was three years old and therefore by the end of the tenancy, the carpet had seven years of useful life left. Accordingly, I find that the

landlord is entitled to \$840.00 which is the prorated value of the remainder of the useful life of the carpet.

Based on the landlord's testimony, I find that the refrigerator had eight years of useful life left at the end of the tenancy. Accordingly, I find that the landlord is entitled to \$266.66 which is the prorated value of the remainder of the useful life of the refrigerator.

The landlord anticipates a future loss in the amount of \$570.00. Since the restoration is still in progress, I dismiss this portion of the landlord's claim with leave to reapply.

The landlord has proven his claim and therefore I award him the recovery of the filing fee of \$100.00.

Overall the landlord has established a claim as follows:

1.	Unpaid rent, utilities and loss of income	\$4,178.50
2.	Cleaning and repair	\$1,881.08
3.	Carpet replacement	\$840.00
4.	Replace refrigerator	\$266.66
5.	Filing fee	\$100.00
	Total	\$7,266.24

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$7,266.24. 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 for the amount of **\$7,266.24**.

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: July 31, 2013

Residential Tenancy Branch