



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR; MNDC, MNSD; FF

Introduction

On September 11, 2013, a hearing was conducted to consider cross applications. The Tenants applied to cancel a Notice to End Tenancy for Unpaid Rent. The Landlord applied for an Order of Possession; a monetary award for unpaid rent, loss of revenue and damage to the rental unit; to keep the security deposit and to recover the cost of the filing fee from the Tenants.

During the hearing on September 11, 2013, the Arbitrator found that the tenancy had ended on August 12, 2013 and therefore he dismissed the Tenants' application in its entirety and also dismissed the Landlord's application for an Order of Possession. He heard no testimony from either party with respect to the remainder of the Landlord's claim.

An Interim Decision was provided to the parties, which should be read in conjunction with this Decision.

This is the reconvened hearing, with respect to the Landlord's application for a Monetary Order for unpaid rent, loss of revenue and damage to the rental unit; to retain the security deposit in partial satisfaction of her monetary claim; and to recover the cost of the filing fee from the Tenants.

The Landlord and her agent gave affirmed testimony at the reconvened Hearing.

It is important to note that the Arbitrator confirmed the Tenants' address for service on September 11, 2013.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

Background and Evidence

The Landlord, her agent and her witness gave the following testimony:

The Landlord purchased the rental unit in 2010 and made extensive repairs to the rental

unit, including a new roof, new septic tank, new electrical and plumbing, new fridge, and newly decorated interior. Copies of invoices with respect to the repairs were provided in evidence. The Landlord provided a copy of the tenancy agreement in evidence. This tenancy began on June 1, 2012, and ended on August 10, 2013. Rent at the end of the tenancy was \$1,038.00, due on the first day of each month. In addition, the Tenants paid utilities in the amount of \$200.00 per month to the Landlord. The Tenants paid a security deposit in the amount of \$600.00 on May 14, 2012. The Tenants were responsible for mowing the lawn, weeding and watering the yard and snow removal.

The Tenants caused damage to the rental unit. A copy of the Condition Inspection Report was provided in evidence. Landlord did not realize that she could start making repairs until the arbitrator told her she could, at the September 11th Hearing. On September 12, 2013, the Landlord began making repairs to the rental unit and the yard. Repairs to the interior of the rental unit were completed in mid-October, 2013. The yard work was completed on October 24, 2013. As of the date of the reconvened Hearing, the rental unit had not been re-rented.

Damages to the rental property included:

- The Tenants used a propane torch to burn weeds in the yard, which also burned some shrubs, scorched the steps to the sundeck and left burn marks on the sundeck.
- The Tenants did not mow the lawn regularly or water the yard, which caused the Landlord to lose shrubs.
- The Tenants had a dog and had not cleaned up the dog's feces. They deposited the dog's feces, wood, ashes and other material in the outside barbeque. In addition, the wool carpets were stained with urine and other substances.
- The rental unit smelled heavily of smoke and urine.
- The Tenants damaged the walls, floors, wood stove, ceiling, outdoor sensor lights and appliances. They ripped an awning off the outside wall, which damaged the house.

The Landlord does not know how old the carpet was because it was there when she bought the rental unit. However, the carpet was a good quality wool carpet in good condition at the beginning of the tenancy. The cost of replacing the carpet with lower quality carpet was similar to the cost of replacing it with laminate flooring. The Landlord chose to replace it with laminate flooring.

The Landlord provided a USB stick in evidence which contained photographs of the rental unit at the end of the tenancy. The Landlord provided copies of invoices for the cost of repairs and cleaning up the rental property.

The Tenants installed new light switches without the Landlord's consent and tampered with large appliances. Therefore, the Landlord seeks to recover the cost of an electrician's inspection of the rental unit to ensure that it is safe.

The Landlord's Application for Dispute Resolution seeks a monetary award, calculated as follows:

Unpaid rent for August, 2013	\$598.00
Loss of revenue for September, 2013	\$1,240.00
Repairs for damage	<u>\$7,371.47</u>
TOTAL AMOUNT CLAIMED	\$9,209.47

Analysis

I accept the Landlord's undisputed testimony and documentary evidence in its entirety.

I find that the Landlord is entitled to unpaid rent in the amount of **\$598.00** for the month of August, 2013.

The Tenant had filed an application to cancel the Notice to End Tenancy; and therefore, I find that the Landlord could not have taken steps to re-rent the rental unit until after the tenancy ended. The earliest date the Tenant could have ended the tenancy with due notice to the Landlord was September 30, 2013. Monthly rent was \$1,038.00 and I grant the Landlord's application for loss of revenue for the month of September, 2013, in the amount of **\$1,038.00**.

The Landlord provided a large amount of documentary evidence with respect to invoices, receipts and estimates, but did not provide a detailed monetary worksheet with respect to her claimed amount of \$7,371.47. Some of the Landlord's receipts are for items that are not recoverable. For example, the Landlord seeks to recover the cost of sweeping the chimney. Residential Tenancy Branch Guideline #1 provides that this is the responsibility of a landlord. The Landlord also seeks to recover the cost of serving the Tenants with documentary evidence. The Act does not provide for recovery of this cost by either party.

The Landlord paid a contractor \$45.00 and a cleaner \$30.00 an hour to clean, do repairs and garden at the rental property. The Landlord explained that the contractor's regular fee was \$60.00 an hour and that she was able to get a reduced rate; however, I find that \$45.00 an hour is still high. Therefore, I have allowed the Landlord's claim, for items that are recoverable, to an hourly rate of \$30.00.

The electrician's invoice indicates that a receptacle in a bedroom showed indication of short circuitry. As a result of the electrician's inspection, the electrician replaced the receptacle in the bedroom; 2 dimmer switches installed by the Tenants; and repaired a loose lamp. The electrician also noted, "Last service call to this address was November 18th 2010. The house was in much better condition at that time, prior to the tenant's occupancy."

I have carefully studied the Landlord's documentary evidence, and find that she is entitled to recover the cost of the following items:

Hauling Tenants' garbage	\$100.00
Electrician's invoice	\$112.88
Repairing scorched steps (2 hours)	\$60.00
Replacing dead plants	\$228.25
Removing dog feces and other debris (2 hours)	\$60.00
Mowing lawn, removing weeds (9 hours)	\$270.00
Cleaning (21 hours)	\$630.00
Replace miniblind	\$6.97
Replace deadbolts (Tenants did not return keys)	\$172.73
Clean wood stove and replace missing gasket	\$95.98
Repair and paint damaged walls (labour 39 hours)	\$1,170.00
(materials)	\$259.80
Repair and re-varnish fir floors	\$412.79
Remove carpet (4 hours)	\$120.00
Replace carpet with laminate (materials)	\$553.60
Install laminate (labour)	\$850.00
Replace damaged elements on stove	\$97.30
Transition strips	\$38.52
Cleaning supplies, showerhead replacement, bolts	\$94.74
Replace grout from missing tiles (plus ½ hour labour)	\$38.99
Replace strip damaged by removing awning (2 hours)	\$60.00
Remove boards on sundeck and pressure wash (3 hours)	\$90.00
Replace blue box removed by Tenants	\$9.99
GST on labour (5%)	<u>\$165.25</u>
TOTAL	\$5,697.79

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of her monetary award. No interest has accrued on the security deposit.

The Landlord has been successful in her application and I find that she is entitled to recover the cost of the \$100.00 filing fee from the Tenants.

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

Unpaid rent	\$598.00
Loss of revenue	\$1,038.00
Repairs, cleaning	\$5,697.79
Recovery of the filing fee	<u>\$100.00</u>
Subtotal	\$7,433.79
Less security deposit	<u>- \$600.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$6,833.79

Conclusion

I hereby provide the Landlord with a Monetary Order in the amount of **\$6,833.79** for service upon the Tenants. 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: November 12, 2013

Residential Tenancy Branch

