Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MND, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for damage; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

At the hearing on September 17, 2013 the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the each Tenant, via registered mail, on June 12, 2013. Legal counsel acknowledged that all the Respondents have been served with the Application for Dispute Resolution and Notice of Hearing and he confirmed he is representing all Respondents.

The Landlord submitted digital evidence to the Residential Tenancy Branch, copies of which were served to each Tenant. The Tenant acknowledged receipt of the digital evidence and that the evidence could be viewed by the Tenant. The photographs submitted digitally were accepted as evidence for these proceedings.

At the hearing on September 17, 2013 the Landlord was advised that the Residential Tenancy Branch Rules of Procedures do not allow material that cannot be readily reproduced on paper to be submitted digitally. The Landlord requested an adjournment for the purpose of submitting all documents that can be readily reproduced on paper to the Residential Tenancy Branch and for the purpose of serving those documents to the Tenant. The Tenant did not oppose the application and the matter was adjourned for this purpose.

At the hearing on October 30, 2013 Legal Counsel acknowledged receipt of the material which had been previously served in digital format to the Tenant, although he stated that additional documents have been provided. For the purposes of these proceedings, only documents that have been previously served to the Tenant in digital format will be accepted as evidence for these proceedings, with the exception of documents that describe the digital photographs.

At the hearing on September 17, 2013 the Landlord was advised that the Residential Tenancy Branch Rules of Procedures require a written description of all photographs submitted digitally. The Landlord was directed to provide this written description to the Tenant and the Residential Tenancy Branch prior to the reconvened hearing. At the hearing on October 30, 2013 Legal Counsel acknowledged receipt of a written description of the photographs, although he does not necessarily accept the accuracy of the descriptions. I accept these written descriptions, but only for the purpose of identifying the photographs.

At the hearing on September 17, 2013 the Landlord was directed to provide the Tenant and the Residential Tenancy Branch with a detailed calculation of the claims for $8,500.00 prior to the reconvened hearing. At the hearing on October 30, 2013 Legal Counsel acknowledged receipt of a detailed calculation of the claim, although I note that the amount of the claim has increased to $13,109.40.

The Tenant submitted documents to the Residential Tenancy Branch, copies of which were served to the Landlord. The Landlord acknowledged receipt of the Tenant's evidence on September 11, 2013 and it was accepted as evidence for these proceedings, although this evidence was not received within the timelines established by the Residential Tenancy Branch Rules of Procedure.

As neither party has complied with the Residential Tenancy Branch Rules of Procedure in regards to service of evidence and the matter has been adjourned as a result of the Landlord's breach of the rules, I can find no reason to exclude the Tenant's evidence, given that the adjournment has provided the Landlord with ample time to consider the Tenant's evidence.

The only document submitted by the Tenant that is not accepted as evidence is an email, dated September 11, 2013, which was written by a couple that lives beside the rental unit. This email was not accepted as evidence because the Tenant cannot recall how it was served and the Landlord does not acknowledge receipt of it.

Both parties were represented at the first two hearings. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, to call witnesses, and to make relevant submissions. On several occasions the Landlord was prevented from providing testimony on issues that were not germane.

The Tenant was not represented at the final hearing. Claim considered at the final hearing were:

- damage to the septic system
- an unpaid water bill

- lost revenue
- ferry, fuel, mailing costs.

I specifically note that much of the evidence submitted does not relate to issues in dispute at these proceedings and I have not, therefore, referenced those documents in this decision. Although not all documents that are relevant to my decision have been referenced in the decision, all documents that were accepted as evidence were reviewed prior to rendering this decision.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit and lost revenue, and to retain all or part of the security deposit paid by the Tenant?

Background and Evidence

The Landlord and the Tenant agree that this tenancy began on June 01, 2010; that the rent, at the end of the tenancy, was $1,650.00; that the Tenant paid a security deposit of $950.00; that the Tenant paid a pet damage deposit of $950.00; that the tenancy ended on June 01, 2013; and that the Tenant provided the Landlord with a forwarding address, in writing, on June 01, 2013.

The Landlord and the Tenant agree that a condition inspection report was completed at the beginning and the end of this tenancy. Two pages of a four page condition inspection report were submitted in evidence by the Landlord. The parties agree that this report was completed at the end of the tenancy, on June 01, 2013. The Landlord stated that only two pages of the report were submitted in evidence as only two pages were completed at the time of the final inspection.

The Landlord is seeking compensation, in the amount of $5,294.19, for replacing the flooring in three bedrooms, the living room, the recreation room, the hall, and the stairwell. The Landlord contends that the carpets in these areas were in good condition at the start of the tenancy, although he acknowledges there was a wrinkle and some “minor marks”. The Tenant contends that the carpets were “sort of clean” at the start of the tenancy, that there were some minor stains, and that it was wrinkled in one spot.

The Tenant stated that she never noticed a carpet odour during her tenancy; that the carpets were professionally cleaned on May 30, 2013; that the carpets looked better at the end of the tenancy than they did at the start of the tenancy; and that the carpets did not smell at the end of the tenancy.

The Landlord stated that when the rental unit was inspected on June 01, 2013 he noticed stains on the carpet in the recreation room but he did not notice that the carpets smelled. He stated that he returned the following day, at which time he detected an odour; that he contacted the cleaning company that had cleaned the carpets on May 30,

2013 and the carpets were shampooed again; that he left the windows and doors open to allow the carpets to dry; and that he then secured the home.

The Landlord submitted an email from the technician who cleaned the carpets in the rental unit on May 30, 2013, in which the technician declared that when he first cleaned the carpets they were stained in several locations and there were “severe animal odours in some of the rooms” and that he spent approximately 3 hours cleaning the carpet. He declared that when he finished the cleaning on May 30, 2013 he believed the carpets “were looking pretty good”. He declared that he returned to the rental unit a few days later after being informed by the Landlord that the animal odour was still present; that he cleaned the affected rooms again with a pet deodorizer; and that “it has since been brought to my attention that this has still not solved the problem”.

The Tenant stated that she believes the technician is exaggerating the amount of time spent cleaning the rental unit, as her phone records indicate he only spent 79 minutes at the rental unit.

The Landlord submitted an email from the person who planned to move into the rental unit after the Tenant vacated the rental unit. In the email the author declared that they arrived at the renal unit with their belongings on June 09, 2013 and that they noted an unpleasant odour throughout the house. The author informed the Landlord that they would not be moving into the rental unit as a result of the odour.

The Tenant stated that she was present when the author of the aforementioned email viewed the rental unit, which is the day after the carpet had been cleaned, and they did not mention an odour at that time.

The Landlord stated that he opted to replace the carpet rather than attempt further cleaning, in part, on the basis of his own personal research which indicated he would be unable to eliminate the smell of cat urine that had permeated the subfloor and, in part, on the basis of information provide to him by a restoration company, which had informed him it would be impossible to eliminate the odour.

In a written submission the Landlord stated that the carpet technician told him that if the odour returned he would need a “specialized cleaning”. Legal Counsel argued that the Landlord should have attempted to mitigate his losses by attempting to eliminate the odour with the “specialized cleaning” before replacing the flooring.

The Landlord stated that in addition to replacing the carpet he spent between 6 and 8 hours washing the floors with an odour neutralizer which was intended to eliminate the odour. He submitted a receipt to show that he paid $34.74 for the odour neutralizer. He is seeking compensation of $350.00 for the time he spent washing the floors and for the cost of the product.

The Landlord stated that in addition to replacing the carpet he spent between 6 and 8 hours painting the subfloor with a stain blocker which was intended to eliminate the

odour. He submitted a receipt to show that he paid $36.79 for the stain blocker. He stated that he applied two cans of stain blocker, but he only submitted a receipt for one can. He is seeking compensation of $370.00 for the time he spent applying the stain blocker and for the cost of the product.

The Landlord stated that the carpets were in the rental unit when it was purchased approximately 7 years ago and he believes they are approximately 8-9 years old. The Tenant stated that on the basis of information provided to her by a neighbour, she believes the carpets have not been replaced in the last 18 years.

The Landlord submitted several digital photographs of the carpets that were taken at the end of the tenancy. He acknowledged that the surface of the carpets looked relatively good at the end of the tenancy but that photographs of the underside of the carpets clearly show the carpet has been stained.

The Landlord and the Tenant agree that several interior doors were broken during this tenancy and that the Tenant agreed, in writing, that the Landlord could withhold $500.00 from the security deposit in compensation for the damaged doors. Legal Counsel for the Tenant stated that the Tenant is still willing to abide by the agreement to pay $500.00 in compensation for the doors or to pay reasonable costs of replacing the doors. The Landlord is no longer willing to accept the $500.00 settlement agreement.

The Landlord stated that he is now seeking the actual cost of replacing the doors, which he contends is $1,596.00. He submitted a receipt to show that he paid $104.48 to purchase doors, $20.68 to purchase hinges, and $5.69 for screws, plus tax. He stated that he replaced the broken doors with inferior quality doors. He stated that he spent between 16 and 20 hours painting and installing the doors.

The Landlord is claiming compensation, in the amount of $1,000.00, to repaint the recreation room, the master bedroom, and three bathrooms. The Landlord and the Tenant agree that the Tenant had permission to paint these five rooms with a paint colour known as “pelican”. The Tenant contends that the five rooms were painted the approved colour. The Landlord contends that the rooms were not painted “pelican”, but rather they were a painted a bluish colour that was not previously authorized by the Landlord.

The Landlord submitted a paint chip that demonstrates the shade of “pelican” and photographs of this paint chip attached to the painted wall. The Landlord submitted photographs of the painted walls in the recreation room, which he contends shows that the colour on the walls is not the same as the “pelican” paint chip.

The Tenant argues that there are often minor variations between how the paint appears on the wall and how it appears on the paint chip.

The Landlord stated that he asked the Tenant to leave the empty paint cans for the purposes of future colour coding, which the Tenant did not do. He speculates this was an attempt to "hide the fact" they used an unapproved colour.

The Landlord is seeking $213.15 for replacing and reconfiguring a float switch in the septic system. At the hearing on January 28, 2014, the Landlord stated that in July or August of 2012 the septic tank overflowed and that a septic company was hired to repair the problem. He stated that the pump was replaced at that time, the system was repaired, and the tank was emptied of solids.

In their written submission the Tenant declared that in March or April of 2012 the septic was overflowing into the yard; that they inspected the system near the leak; and that they determined that a clamp on a plumbing connection had rusted through.

In their written submission the Tenant declared that the septic pump stopped working in the first month of their tenancy. The Landlord stated that he is not sure whether there was a problem with the septic system at the start of the tenancy, but he acknowledged that it was possible.

The Landlord stated that when the rental unit was inspected at the end of the tenancy he noticed pieces of the septic system laying in the yard; that the Tenant told him that the septic tank had overflowed after it was repaired in August of 2012; that the Tenant told him they had replaced and adjusted the float switch; and that the most recent problems with the septic were not reported to the Landlord. In their written submission the Tenant declared "we replaced the septic float in October of 2012".

The Landlord stated that he was not certain what the Tenant had done to the septic system so he had the system inspected. He stated that the technician determined that the float switch had <u>not</u> been recently replaced and that it was not properly adjusted. The Landlord stated that he had the float switch replaced as he was unsure what the Tenant's had actually done to the system.

The Landlord stated that after this tenancy ended a septic determined that the clamps connecting the pipe to a newly installed pump had become loose and that the technician told him that someone may have tampered with the clamps.

The Landlord stated that the technician also told him that someone had cut out a section of the pipe; that the technician told him the section was replaced with a rubber hose; that the technician told him that both ends of the hose had become loose; and that the technician told him that someone may have tampered with the hose causing both ends to loosen. The Landlord stated that he does not know who initially replaced the section of pipe with rubber hose.

The Landlord thinks the Tenant may have tampered with the clamps because a neighbour told him that he helped the Tenant replace a clamp in the septic system. The Landlord stated that this was information was provided during a very brief conversation

with the Landlord so he does not know when this repair occurred and he does not know which clamp the parties replaced.

The Landlord is seeking compensation, in the amount of $83.55, for an unpaid water bill. The tenancy agreement submitted in evidence by the Landlord indicates that the Tenant is obligated to pay the water bill during the tenancy. The Landlord stated that the Tenant did pay the water bills during the tenancy, with the exception of the bill dated June 15, 2013, which was submitted in evidence. The water bill, in the amount of $83.55, was for the period between April 13, 2013 and June 15, 2013.

The Landlord is seeking compensation for lost revenue for the months of June and July of 2013, in the amount of $3,200.00. He stated that he had a new tenant for June of 2013, who agreed to pay monthly rent of $1,600.00, but that the potential tenant refused to move into the rental unit due to the carpet odour. The Landlord submitted an email from this potential tenant, dated June 11, 2013, in which the potential tenant stated that they could not move into the rental unit due to the "extremely foul" smell in the unit that they noted when they arrived at the house on June 09, 2013.

The Landlord stated that after repairing the rental unit he advertised it on several popular websites. He believes he started advertising it again in the middle of July of 2013 and he stated he was able to find a new tenant for August 01, 2013.

The Tenant argued that the carpet did not smell at the end of the tenancy so that cannot be the reason the potential tenant declined to move into the rental unit in June of 2013.

The Landlord has claimed compensation for mailing costs associated to participating in these proceedings.

The Landlord has claimed compensation for gas and ferry fees he incurred travelling from his home on the mainland to deal with the deficiencies with the rental unit.

Analysis

On the basis of the undisputed evidence, I find that the carpets in this rental unit did not have unpleasant odour at the start of the tenancy.

Although the Tenant stated that she never noticed the carpets had an odour during her tenancy, I find that they did have a strong odour prior to the carpets being cleaned on May 30, 2013. In reaching this conclusion I was heavily influenced by the email from the technician who cleaned the carpet, in which he declared that there were "severe animal odours in some of the rooms". I find this declaration from a seemingly unbiased third party is more compelling than the testimony of the Tenant, who would benefit from misrepresenting the condition of the carpet at the end of the tenancy.

On the basis of the testimony of the Landlord, I find that within a few days of the carpet being cleaned he noticed that the carpet still smelled. I find his testimony is

corroborated by the fact that he had the carpets professionally cleaned after they had been cleaned by the Tenant on May 30, 2013. I find it unlikely that the Landlord would have arranged for a second cleaning if the smell was not present.

I specifically note that the Tenant was unable to refute this testimony as she did not return to the rental unit after July 01, 2013 and she would not, therefore, know if the carpets smelled within a few days after being cleaned.

In determining that the carpets still smelled after the carpet had been cleaned I was heavily influenced by the email from the person who planned to move into the rental unit in June of 2013, who subsequently opted not to move into the rental unit as a result of the odour. I find this evidence extremely compelling, as it appears to be from a largely unbiased third party who was in the process of moving into the unit.

In determining that the carpets still smelled after this tenancy ended I placed little weight on the Tenant's testimony that the author of the aforementioned email did not mention the smell when the rental unit was initially viewed. Even if the testimony is true, I find there are a variety of reasons why the smell was not mentioned during this viewing, including that the smell was not noted because the rental unit was well ventilated at the time or that the smell was temporarily masked by the recent cleaning. I find this hearsay evidence to be far less compelling than the written declaration of the author of the email.

In determining that the carpets still smelled after this tenancy ended I placed limited weight on the email from the technician who cleaned the carpets. Although he notes that he returned to the rental unit a few days after the initial cleaning after being informed by the Landlord that the animal odour was still present and that he subsequently learned that the problem had not been solved, I specifically note that he did not declare that he detected an odor when he returned to the unit. Although it is entirely possible that he did detect an odor when he returned, there is simply insufficient information in the email to reach that conclusion. I do note that he agreed to treat the carpet with a pet deodorizer when he returned to the rental unit, which may indicate that an odour was present.

In determining this matter I find that the photographs of the carpet have limited evidentiary value. Although they do clearly indicate the carpets have been stained at some point, they do not assist in determining whether the Tenant is responsible for the stains. As the staining that is visible on the underside of the carpet does not appear to have corresponding stains on the top side of the carpet in most cases, I find that some of these stains may have been present prior to the start of this tenancy and that neither party would have been aware of them, as they would not have been visible when the carpet was in place.

Although the carpet odour was not noted on the condition inspection report that was completed at the end of the tenancy, I find that the Landlord has submitted sufficient evidence to cause me to conclude that the odour was noted after the report was

completed. In addition to the aforementioned evidence that was considered when determining this matter, I was also influenced by my experience with claims of this nature, in which parties regularly report that a carpet odour can sometimes be temporarily masked by the cleaning process.

I find that the Tenant failed to comply with section 37(2) of the *Residential Tenancy Act (Act)* when the Tenant failed to leave the carpet in reasonably clean condition, free of unpleasant odours.

Section 7(2) of the *Act* stipulates that a landlord who is claiming compensation for damage or loss must take reasonable measures to minimize the damage or loss. In these circumstances I find that it would have been reasonable for the Landlord to attempt to eliminate the odour with the "specialized cleaning" before replacing the flooring. In reaching this conclusion I was influenced, in part, by the Landlord's written submission in which he declared that the carpet technician informed him that a "specialized cleaning" would be needed if the odour returned. This declaration causes me to conclude that an additional cleaning option was available to the Landlord, which may have resolved the issue, thereby eliminating the need to replace the flooring.

In determining that it would have been reasonable for the Landlord to pursue the "specialized cleaning" option I was influenced, in part, by the absence of any evidence from an independent source which corroborates the Landlord's testimony that a restoration company told him it would be impossible to eliminate the odour. Given that the carpet technician had indicated there were other cleaning options, I find this uncorroborated testimony is insufficient to convince me that the odour could not be eliminated by further cleaning.

In determining that it would have been reasonable for the Landlord to pursue the "specialized cleaning" option I was influenced, in part, by the absence of documentary evidence that supports the Landlord's testimony that his research indicates that the smell of cat urine could not be removed from the subfloor. Given that the carpet technician had indicated there were other cleaning options, I find this uncorroborated testimony is insufficient to convince me that the odour could not be eliminated by further cleaning.

As the Landlord has failed to establish he mitigated his loss in relation to the carpets by pursuing all reasonable cleaning options, I dismiss the Landlord's claim for replacing the flooring in the rental unit.

I find that the Landlord is entitled to the time and money he spent washing the floors with an odour neutralizer. I find this was a reasonable attempt to eliminate the odour, even if the Landlord needed to lift and reattach the existing carpet in order to apply the product. As the Landlord has submitted a receipt to show that $34.74 was paid for the neutralizer, I find that he is entitled to recover this expense.

As the Landlord testified that he spent between 6 and 8 hours washing the floors, I find it reasonable to compensate him for 7 hours of labour. I find that an hourly rate of $20.00 is reasonable for labour of this nature. I therefore award compensation of $174.34 for washing the floors, which includes $140.00 in labour and $34.74 for supplies.

I find that the Landlord is entitled to the time and money he spent applying a stain blocker to the subfloors. I find this was a reasonable attempt to eliminate the odour, even if the Landlord needed to lift and reattach the existing carpet in order to apply the product. As the Landlord has submitted a receipt to show that $36.79 was paid for the stain blocker, I find that he is entitled to recover this expense. I dismiss the Landlord's claim for a second gallon of stain blocker as he submitted insufficient evidence, such as a receipt, to corroborate his testimony that he purchased a second gallon.

As the Landlord testified that he spent between 6 and 8 hours applying the stain blocker, I find it reasonable to compensate him for 7 hours of labour. I find that an hourly rate of $20.00 is reasonable for labour of this nature. I therefore award compensation of $176.79 for applying the stain blocker, which includes $140.00 in labour and $36.79 for supplies.

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to repair doors that were broken during the tenancy. I therefore find that the Landlord is entitled to reasonable costs for replacing the broken doors. As the Landlord has submitted a receipt to show that $130.85 was paid for doors and supplies, plus 12% tax of $15.70, I find that he is entitled to recover this expense.

As the Landlord testified that he spent between 16 and 20 hours replacing the doors, I find it reasonable to compensate him for 18 hours of labour. I find that an hourly rate of $20.00 is reasonable for labour of this nature. I therefore award compensation of $506.55 for replacing the doors, which includes $360.00 in labour and $146.65 for supplies.

On the basis of the undisputed evidence, I find that the Landlord gave the Tenant permission to paint the interior of the home with a paint colour known as "pelican". I find that the Landlord submitted insufficient evidence to establish that the Tenant painted the recreation room, the bathrooms, and the master bedroom with anything other than this paint colour. I therefore dismiss the Landlord's claim for painting the interior of the rental unit.

In reaching this conclusion I was influenced, in part, by the testimony of the Tenant, who stated that the rooms were painted the "pelican" colour.

In reaching this conclusion I was also influenced by the Landlord's testimony that the Tenant did not leave the paint cans that were used to paint these rooms. As the

Landlord did not view the paint cans, it is reasonable to conclude that he does not know, with certainty, that the “pelican” colour was not used.

Rather, I find that the Landlord’s conclusion that the “pelican” colour was not used was based on his observation that the colour on the wall was not the same as the colour on the “pelican” paint chip. After viewing the photographs of the walls in the recreation and the master bedroom, I find that the colour of the walls is reasonably similar to the colour of the “pelican” paint chip, although it is clearly not identical.

I concur with the Tenant’s submission that there is often a variation between the colour on the wall and the colour of the paint chip. I based this conclusion, in part, on personal experience as I have often been advised by paint salespeople that the colour of a paint chip will appear darker when it is applied to a wall. I also based this conclusion on the photographs submitted in evidence. In my view, the colour of the walls vary significantly within the same room, which is consistent with my understanding that natural light affects the colour of paint on walls.

While I accept that the colour on the walls is not identical to the colour on the “pelican” paint chip, I find that the Landlord has submitted insufficient evidence to establish that the colour is different because the Tenant used a different colour of paint, rather than the colour is slightly different for one, or all, of the aforementioned reasons. I therefore dismiss the claim for compensation for painting the rental unit.

On the basis of the written declaration of the Tenant and the testimony of the Landlord, I find that there were periodic problems with the septic system during this tenancy.

Although the Tenant declared, in writing, that they replaced a septic float in October of 2012, the Tenant was not present at the hearing when this claim was discussed, so the Tenant did not clarify whether this is the same as a float switch or whether the Tenant was referring to another part of the septic system. On the basis of the testimony of the Landlord, who stated that the septic technician informed him that the float switch had not been recently replaced, I must conclude that the septic switch had not been replaced by the Tenant.

Without evidence to show that the Tenant replaced the float switch, I cannot conclude that the Tenant is responsible for reconfiguring it. Without some evidence that shows the float switch required reconfiguration due to the actions or neglect of the Tenant, I find it reasonable to conclude that the float switch needed reconfiguring due to normal wear and tear. Given that there were periodic problems with the septic system throughout the tenancy, I find this to be a reasonable conclusion. I therefore dismiss the Landlord’s claim for compensation for reconfiguring the float switch.

I also dismiss the Landlord’s claim for replacing the float switch. I based this decision on the Landlord’s testimony that he replaced the float switch because he was uncertain of what the Tenant had done, rather than on the fact the float switch needed replacing. In the absence of evidence to show that the float switch actually needed replacing due

to the actions of the Tenant, I cannot conclude that the Tenant should pay to replace the switch.

I find that the evidence regarding the loose clamps and the section of the septic pipes that had been replaced with rubber hosing is largely unrelated to the claim for replacing and reconfiguring the float switch. The evidence shows show that the Tenant did attempt to determine why septic was backing up into the yard, however there is no evidence that the Tenant acted maliciously or that the Tenant's actions damaged the float switch.

In determining this matter I note that there is no documentary evidence to corroborate the Landlord's testimony that the septic technician told him that the clamps may have become loose because someone may have tampered with the clamps. Even if the technician did make this statement, I have no evidence to show that the technician strongly believed that the clamps were tampered or whether he was simply speculating that it was one possibility.

On the basis of the undisputed evidence, I find that the Tenant was obligated to pay for water consumed during the tenancy and that the Tenant did not pay any portion of the bill dated June 15, 2013. As this bill is for a 64 day period and the Tenant only occupied the rental unit for 49 days of the billing period, I find that the Tenant must pay 49/64 of this bill, which is $63.97.

On the basis of the email from the potential tenant, dated June 11, 2013, I find that the potential tenant decided not to move into the rental unit due to the fact the Tenant failed to leave the carpet in good condition at the end of the tenancy. On the basis of my previous conclusion that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to leave the carpet in reasonably clean condition, free of unpleasant odours, I find that the potential tenant's decision not to move into the rental unit was directly related to the Tenant's failure to comply with the *Act*. I therefore find that the Landlord is entitled to compensation for the lost revenue the Landlord experienced in June of 2013, in the amount of $1,600.00.

I find that, with reasonable diligence, the Landlord could have repaired and advertised the rental unit in one month and could have re-rented the rental unit for July 01, 2013. As the Landlord did not even advertise the rental unit sometime in mid-July, I cannot conclude that he properly mitigated his lost revenue for July of 2013. I therefore find that the Landlord is not entitled to compensation for lost revenue from July of 2013.

The dispute resolution process allows an Applicant to claim for compensation or loss as the result of a breach of *Act*. With the exception of compensation for filing the Application for Dispute Resolution, the *Act* does not allow either party to claim compensation for costs associated with participating in the dispute resolution process. I therefore dismiss the Landlord's claim for mailing costs, which is a cost of participating in the process.

I find that the Tenant should not be obligated to pay for ferry and fuel costs the Landlord incurred due to his decision to conduct business from a remote location. I therefore dismiss the Landlord's claim for compensation for fuel/ferry costs.

I find that the Landlord's application has some merit and I find that the Landlord is entitled to recover fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of $2,621.62, which is comprised of $1,600.00 in lost revenue, $63.97 for unpaid utilities, $857.65 in damage to the rental unit and $100.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the security deposit and pet damage deposit of $1,900.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of $621.62. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court 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 *Act*.

Dated: February 03, 2014

Residential Tenancy Branch