



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNDC, MNR, 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 unpaid rent; 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.

The Landlord stated that the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord wishes to reply upon as evidence was sent to the forwarding address provided by the Tenant, via registered mail, on August 31, 2013. The Landlord cited a Canada Post tracking number that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

It appears that the Tenant submitted documents to the Residential Tenancy Branch on September 06, 2013. The Landlord stated that she has not received copies of these documents. As the Landlord has not acknowledged receipt of the documents, they were not accepted as evidence for these proceedings.

### Issue(s) to be Decided

Is the Landlord is entitled to compensation for unpaid rent/loss of revenue and compensation for repairing damage to the rental unit?

### Background and Evidence

The Landlord stated that this tenancy began on August 27, 2011; that the Tenant agreed to pay monthly rent of \$1,150.00 by the first day of each month; that the Tenant paid a security deposit of \$575.00; and that the Tenant paid a pet damage deposit of \$575.00. The Landlord submitted a written tenancy agreement that corroborates this statement.

The Landlord stated that this tenancy ended on August 01, 2013 and that the Tenant provided a forwarding address, via text message, on August 26, 2013.

The Landlord stated that a condition inspection report was completed at the beginning of the tenancy in the presence of the Tenant. The Landlord stated that a condition inspection report was completed at the end of the tenancy in the absence of the Tenant. The Landlord stated that a time to inspect the rental unit was scheduled for 1:00 p.m. on August 01, 2013; that a second time to inspect the rental unit was scheduled, via text message, for 7:00 p.m. on August 01, 2013; and that the Tenant advised the Landlord she would not be attending the inspection.

The Landlord is claiming \$1,051.00 in unpaid rent from July of 2013. The Landlord stated that the Tenant owed \$831.00 in unpaid rent from June and that she only paid \$480.00 in rent for July, leaving rental arrears of \$1,501.00. She stated that the amount of \$1,051.00 claimed on the Application for Dispute Resolution was made in error.

The Landlord claimed compensation for the 110 hours she spent repairing the rental unit at the end of the tenancy. At the hearing she stated that she spent approximately 35 hours repairing and painting the walls, 50 hours installing new flooring, 20 hours cleaning, and 5 hours maintaining the yard. She is seeking compensation of \$26.00 per hour, which includes supplies used to complete these tasks.

In support of the claim for repairing and repainting the walls, the Landlord stated that the walls were in good condition at the start of the tenancy; that the walls were painted in May of 2011; and that the walls were damaged at the end of the tenancy.

The condition inspection report completed at the start of the tenancy indicates there were screw holes in the walls/trim in the entry; there was a scratch on the brick wall in the master bedroom; there were screws/scuffs on the ceiling of one bedroom; and there were chewed corners on the trim in the utility room. In addition to the aforementioned damage, the condition inspection report completed at the end of the tenancy indicates the walls in the entry were dirty; the walls in the kitchen were stained and dirty; the walls in a lower bedroom were dirty, scratched, and gouged; the walls in a stairwell/hall were dirty and scratched; the walls in a small bedroom were dirty and scratched; and the walls in the bathroom were dirty.

The Landlord submitted photographs of the walls/trim that were taken at the end of the tenancy, some of which demonstrate significant new damage. In particular, there is significant damage to the corner of the wall leading into the kitchen. The Landlord stated that she spent 35 hours washing all of the walls and repairing/painting the walls that had been damaged during the tenancy.

In support of the claim for cleaning the rental unit, the Landlord stated that significant cleaning was required at the end of the tenancy. The Landlord submitted several photographs that indicate cleaning was required. The condition inspection report

completed at the end of the tenancy also indicates cleaning was required in a variety of areas.

In support of the claim for maintaining the yard, the Landlord stated that she removed a large amount of dog feces from the yard at the end of the tenancy, she had to weed-eat the lawn before she could mow it because it was too long in some places; she had to mow the lawn; and she had to seed the lawn where it had been damaged by the Tenant's dog. The Landlord submitted photographs that show the yard was not well maintained. The Landlord stated that the Tenant had sole use of this yard during her tenancy.

The Landlord is also seeking compensation, in the amount of \$20.02, for lawn seed she purchased for repairing the yard. The Landlord did not submit a receipt to support this claim.

In support of the claim for replacing the flooring, the Landlord stated that the flooring in the unit was in good condition at the start of the tenancy and that at the end of the tenancy the carpets in the three bedrooms were so damaged that they needed to be replaced, in part because they smelled of feces/urine.

The condition inspection report completed at the start of the tenancy indicates the flooring in the rental unit was in good condition at the start of the tenancy, with the exception of stains on the floor in the entry and stains on the floor in the upstairs bedroom. In addition to the aforementioned damage, the condition inspection report completed at the end of the tenancy indicates the flooring in three bedrooms was dirty and damaged by dog excrement. The Landlord submitted photographs of the carpet, which indicates it is in very poor condition.

The Tenant stated that she spent 50 hours removing the carpet and baseboards; installing laminate flooring; and replacing the baseboards. She stated that she determined the cost of having the floor installed by a professional would be \$2.00 per square foot. She stated that she replaced 311 square feet of flooring.

The Landlord is also seeking compensation for the cost of the flooring. The Landlord submitted a receipt to show that she paid \$1,740.20 to purchase flooring for the three rooms.

The Landlord stated that the damaged carpets were installed in 2006.

The Landlord is seeking compensation of \$8.36 for repairing a curtain rod. The Landlord stated that the brackets for a curtain rod were bent during the tenancy and needed to be replaced. She submitted a receipt to show that she paid \$8.36 to purchase new brackets.

The Landlord is seeking lost revenue for the period between August 01, 2013 and August 11, 2013. The Landlord stated that on August 02, 2013 she entered into a new

tenancy agreement with another tenant, which was to begin on August 05, 2013. She stated that the new tenant was unable to move into the rental unit until August 12, 2013, as the Landlord had not completed all the necessary repairs.

### Analysis

On the basis of the undisputed evidence, I find that the Tenant currently owes rent of \$1,501.00. I therefore find that the Landlord is entitled to her claim of \$1,051.00 for unpaid rent. I am unable to award the Landlord compensation for unpaid rent for more than the amount claimed, as the Landlord did not notify the Tenant that she was claiming more than \$1,051.00.

On the basis of the evidence before me and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to repair the damaged caused to the walls, which includes the damage to the corner of the wall leading into the kitchen, and to leave the walls in reasonably clean condition. I find that photographs and the condition inspection report support this claim.

Although the Tenant stated that she spent 35 hours washing all of the walls in the house and repairing the damaged walls, I am not convinced that this amount of time was needed to repair the damage which should have been repaired by the Tenant. In reaching this conclusion I was influenced by the photographs submitted in evidence which, in my view, show that some of the damage to the walls should be considered reasonable wear and tear, which the Tenant is not obligated to repair. I therefore find it reasonable to conclude that some of the Landlord's time was spent repairing areas that the Tenant was not obligated to repair.

Although the Tenant stated that she spent 35 hours washing all of the walls in the house and repairing the damaged walls, I am not convinced that all of the walls needed to be washed. While the Tenant was obligated to clean visible dirt off the walls, such as areas around light switches, she was not obligated to wash all of the walls. The *Act* only requires a tenant to leave a rental unit in reasonably clean condition which, in my view, does not include washing all of the walls. Although the Landlord opted to clean all of the walls, I do not find that the Tenant is obligated to compensate her for all of the time she spent washing the walls.

On the basis of the photographs submitted in evidence, I find that it would take approximately 15 hours to repair the damage to the walls that was caused by the Tenant that exceed normal wear and tear and to clean the visible dirt from the walls. I therefore find that the Landlord is entitled to \$390.00 for the time she spent cleaning and repairing the walls, which is based on an hourly rate of \$26.00, which I find to be reasonable for labour of this nature, when supplies are included in the hourly rate.

On the basis of the evidence before me and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to

leave the rental unit in reasonably clean condition at the end of the tenancy. I find that photographs and the condition inspection report support this claim.

On the basis of the photographs submitted in evidence, I find it reasonable to conclude that it would have taken approximately 10 hours to render this rental unit reasonably clean. Although I accept the Landlord's testimony that she spent 20 hours cleaning the rental unit, I find it entirely possible that she cleaned the rental unit to a higher standard than is required by the *Act*. I therefore find that the Landlord is entitled to \$260.00 for the time she spent cleaning the unit, which is based on an hourly rate of \$26.00, which I find to be reasonable for labour of this, when supplies are included in the hourly rate.

On the basis of the evidence before me and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to leave the yard in reasonably good condition at the end of the tenancy. I find that photographs support this claim.

On the basis of the photographs submitted in evidence, I find it reasonable to conclude that it would have taken approximately 5 hours to restore the yard to a reasonable condition. I therefore find that the Landlord is entitled to \$130.00 for the time she spent maintaining the yard, which is based on an hourly rate of \$26.00, which I find to be reasonable for labour of this, when supplies are included in the hourly rate.

I dismiss the Landlord's claim of \$20.02 for lawn seed, as the hourly rate of \$26.00 included supplies for maintaining the lawn. Given there are relatively few "supplies" used to maintain a lawn, I find that the Landlord has been reasonably compensated for any supplies used to maintain the lawn.

On the basis of the evidence before me and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to repair the damage caused to the carpet during the tenancy. I find that photographs and the condition inspection report support this claim.

While I accept that the Landlord spent 50 hours installing the laminate flooring, her testimony shows that she could have had it professionally installed for \$622.00 (311 square feet X \$2.00). This is considerably less than the \$1,300.00 she is seeking in compensation for her own labour. As the Landlord is obligated to repair the damages at a reasonable cost, pursuant to section 7(2) of the *Act*, I find that she is not entitled to more than \$622.00 for the cost of installing the flooring. On the basis of the receipt that was submitted in evidence, I accept that the Landlord paid \$1,740.20 for the laminate flooring.

Claims for compensation related to damage to the rental unit are meant to compensate the injured party for their actual loss. In the case of fixtures in a rental unit, a claim for damage and loss is based on the depreciated value of the fixture and not based on the replacement cost. This is to reflect the useful life of fixtures, such as carpets and countertops, which are depreciating all the time through normal wear and tear.

The Residential Tenancy Policy Guidelines show that the life expectancy of carpet is ten years. The evidence shows that the damaged carpets were approximately seven years old at the end of the tenancy. I therefore find that the carpets had depreciated by 70% and that the Landlord is entitled to 30% of the cost of replacing them, which is \$522.06 for the cost of the flooring and \$186.60 for the estimated cost of having them professionally installed.

On the basis of the Landlord's testimony and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to repair the curtain rod that was damaged during the tenancy. I therefore find that the Landlord is entitled to the \$8.36 she paid for new brackets for the curtain rod.

On the basis of the undisputed testimony, I find that on August 02, 2013 the Landlord entered into a new tenancy agreement with a new tenant, which was to begin on August 05, 2013. I find that the primary reason the Landlord lost revenue for August 01, 2012 and August 02, 2013 was because she had not yet located a new tenant. As this lost revenue was not directly related to the Tenant's failure to leave the rental unit reasonably clean and undamaged, I find that the Landlord is not entitled to compensation for lost revenue for these two days.

The Landlord did not explain why the tenancy was to begin on August 05, 2013, rather than August 03, 2013. I therefore find that I have insufficient evidence to determine whether the delay in starting the new tenancy was related to the condition of the rental unit at the end of the tenancy or simply because the new tenant did not wish to move into the rental unit until August 05, 2013. As I have insufficient evidence to determine that the Landlord lost revenue for August 03, 2013 and August 04, 2013 because of the condition of the rental unit at the end of the tenancy, I find that the Landlord is not entitled to compensation for lost revenue for these two days.

I find that the Landlord had sufficient time to prepare this rental unit for rent for August 05, 2013. I find that the delay in preparing the rental unit, in large part, was the result of her decision to install the floor herself rather than to have it professionally installed. I therefore find that the Tenant is not responsible for the lost revenue the Landlord experienced between August 05, 2013 and August 11, 2013.

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

### Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$2,598.02, which is comprised of \$1,051.00 in unpaid rent, \$1,497.02 in damages and \$50.00 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

pet damage deposit of \$575.00 and the security deposit of \$575.00, in partial satisfaction of this claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$1,448.02. 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 *Residential Tenancy Act*.

Dated: December 06, 2013

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Residential Tenancy Branch

