



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, OPB, MNSD, MNR, MND, MNDC, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for an order of possession for the rental unit due to unpaid rent, alleged cause, and breach of an agreement with the landlord, for a monetary order for money owed or compensation for damage or loss, alleged damage to the rental unit, and unpaid rent, for authority to retain the tenants' security deposit, and for recovery of the filing fee.

The landlord and landlord's agent attended the telephone conference call hearing; the tenants did not attend.

The landlord supplied documentary evidence that tenant LBF was served with their Application for Dispute Resolution and Notice of Hearing by leaving it with the tenant on September 11, 2014, via a process server.

Based upon the submissions of the landlord, I find tenant LBF was served notice of this hearing in a manner complying with section 89 of the Residential Tenancy Act and the hearing proceeded in that tenant's absence. As tenant JA was not served with a notice of this hearing or the landlord's application, I have excluded him from further consideration in this matter.

The landlord and his agent were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Preliminary matter-The landlord submitted that the tenants vacated the rental unit on or about September 8, 2014, and as a result, the landlord was no longer seeking an order of possession for the rental unit. I have excluded this request from further consideration.

Issue(s) to be Decided

Is the landlord entitled to authority to retain the tenant's security deposit, further monetary compensation, and to recover the filing fee paid for this application?

Background and Evidence

The landlord submitted that this tenancy began on April 15, 2014, monthly rent was \$675, and the tenants paid a security deposit of \$337.50 and a pet damage deposit of \$100, both of which has been retained by the landlord.

The landlord's monetary claim is as follows:

Replacement of carpet	\$1281.20
Painting for 3 doors	\$50
Replacement of 2 door locks	\$160.26
Blind damage	\$99.62
Painting over scratched door	\$60
Sanding damage to door	\$15
Cleaning	\$150
Replacement/ window screen	\$15
Unpaid rent, loss of rent revenue	\$1350
Garbage disposal	\$60
Flea extermination	\$140
Paint window frame	\$40

The landlord's relevant documentary evidence included, but was not limited to, photographs, the written tenancy agreement, a summary of events leading to the application, receipts for some of the claimed damage repair, written notices to the tenants, and notices to end the tenancy issued to the tenants.

In support of their application, the landlord and his agent presented the following testimony:

Replacement of the carpet-The landlord submitted that the tenants' dogs damaged the carpets, to the extent they could not be repaired. The carpet had to be replaced, according to the landlord and that the existing carpet was around 5 years old.

Painting for 3 doors-The landlord submitted the tenants' pets caused the damage by their scratching and chewing, and that it was necessary to repair the painting.

Replacement of 2 door locks-The landlord submitted that the tenants failed to return the keys to the rental unit, and that the locks and dead bolts had to be replaced.

Blind damage-The landlord submitted that the tenants' dogs destroyed the blinds when trying to scratch out and that therefore the blinds required replacement.

Painting over scratched door; Sanding damage to door; Replacement/ window screen; Paint window frame-The landlord submitted that the tenants' dogs caused this damage, by their scratching and chewing.

Cleaning-The landlord submitted that the rental unit was left in a "disgusting" state, and that they had not cleaned at all, leaving pet feces, stains, and damage to deal with. A conservative estimate for cleaning was 10-20 hours, according to the landlord.

Unpaid rent, loss of rent revenue-According to the written tenancy agreement and the landlord, the monthly rent was due on the 15th day of the month, and that the tenant failed to pay the monthly rent due on August 15th. The landlord submitted that they were able to find new tenants and that they have reduced their request to a month and a half for unpaid rent and loss of rent revenue.

Garbage disposal-The landlord submitted that the trash and garbage left behind by the tenants required that it be disposed of, and that the cost was as claimed.

Flea extermination-The landlord submitted that the tenants' pets cause a flea infestation, which required treatment. The landlord submitted further that the amount claimed was the amount they paid, but that it was paid in cash.

Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that occurs as a result, so long as the

applicant verifies the loss, as required under section 67. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss.

In light of the tenant's failure to appear to provide a rebuttal to the landlord's evidence, despite being duly served, I accept the landlord's undisputed evidence.

Replacement of carpet-I accept the landlord's undisputed evidence that the carpet was damaged beyond repair due to the tenants' pets. The landlord said the carpet was approximately 5 years old at the end of the tenancy.

Residential Tenancy Branch ("RTB") Guidelines 40 provides a table for the useful life of Building Elements. Where an item has a limited useful life, it is necessary to reduce the repair or replacement cost by the depreciation of the original item. Carpet has a useful life of 10 years and therefore I find that the carpet had depreciated by 50%. I therefore find the landlord is entitled to a monetary award of \$640.60 (\$1281.20 carpet replacement costs – 50% depreciated value).

Painting for 3 doors; Blind damage; Painting over scratched door; Sanding damage to door; Replacement/ window screen; Paint window frame; Cleaning; Flea extermination-

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear.

As such, the tenant is required to remove all belongings including garbage and to clean the rental unit.

I find the landlord submitted sufficient oral and documentary evidence that the tenant failed to properly and reasonably clean the rental unit, leaving many items of personal property, which required the landlord to remove and incur fees. I also find the tenant failed to properly clean the rental unit and it was necessary for the landlord to provide additional cleaning.

I find the landlord submitted sufficient evidence that the tenants' dogs and cats damaged the rental unit, as claimed by the landlord and as shown in their photographic evidence, all of which required repair or replacement. I also accept that the tenants' pets left fleas in the rental unit, which required treatment.

As to the amounts claimed, I find the landlord submitted insufficient proof of the actual costs of these claims, due to the lack of receipts, invoices, or cancelled cheques. I,

however, find the landlord should be compensated for such damage and cleaning, and I find a reasonable amount to award the landlord to be \$250.

Unpaid rent, loss of rent revenue-Under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement and is not permitted to withhold rent without the legal right to do so.

I find that the tenants owed rent for the month of August 2014, as I find the tenants owed the rent due on August 15, 2014, and did not pay, and that the landlord suffered a loss of rent revenue for half a month as the tenants failed to provide sufficient notice that they were vacating the rental unit, as required under section 45(1) of the Act. I accept the landlord took reasonable steps to minimize their loss, due to finding a new tenant, and I therefore approve the landlord's claim for \$1012.50, for 1 ½ months, as requested by the landlord.

Replacement of 2 door locks-I find the landlord submitted sufficient evidence that the tenants failed to return the keys after the tenancy, as required, and additionally, provided sufficient evidence of the replacement costs by the receipt. I therefore approve the landlord's claim for \$160.26.

Garbage disposal- I find the landlord submitted sufficient evidence that the tenants failed to remove all their garbage, as required, and additionally, provided sufficient evidence of the costs by the receipt. I therefore approve the landlord's claim for \$60.

I grant the landlord recovery of their filing fee of \$50.

Due to the above, I find the landlord is entitled to a total monetary award of \$2173.36, comprised of carpet replacement for \$640.60, painting for 3 doors, blind damage, painting over scratched door, sanding damage to door, replacement/ window screen, paint window frame, cleaning and flea extermination for \$250, unpaid rent and loss of rent revenue for \$1012.50, replacement of 2 door locks for \$160.26, garbage disposal for \$60, and for recovery of the filing fee paid for this application for \$50.

Conclusion

The landlord's application for monetary compensation is granted in large part and they have been awarded monetary compensation in the amount of \$2173.36.

At the landlord's request, I direct the landlord to retain the tenant's security deposit of \$337.50 and the tenant's pet damage deposit of \$100, in partial satisfaction of their

monetary award, and I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due, in the amount of \$1935.86, which I have enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

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: September 29, 2014

Residential Tenancy Branch

