



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC, MNR

Introduction

This is a request for a Monetary Order for \$10,133.41.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed April 23, 2014; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing and I therefore proceeded with the hearing in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

Has the applicant established a monetary claim against the respondent, and if so in what amount?

Background and Evidence

The applicant testified that:

- The tenant left the carpets badly stained at the end of the tenancy and although they attempted to get them clean, they would not come clean, and as a result they had to be replaced. The carpets were 5 years old.
- The tenant damaged the plumbing in the rental unit, and also plugged the drains with hair, and as a result he had to have a plumber come in to do repairs and clear the drains.

- The tenant damaged in cabinets in the rental property, damaging two posts, breaking a glass shelve, and ripping off two doors, as a result they had to have a cabinet company come and repair the damage.
- They had left two cable TV boxes or the tenant, and at the end of the tenancy there was only one unit in the rental property.
- The tenant gave them \$87.00 towards the May 2014 rent however they lost the remainder rental revenue from May 2014 due to the condition of the rental unit.
- He also spent 18 hours of his own time in administration, for such things as advertising, receiving phone calls, doing showings, doing the condition inspection, and arranging cleaning and repairs to the rental property.
- The tenant also deducted his security deposit from the last month's rent, and therefore he no longer holds a security deposit.
- The tenant also breached the tenancy agreement by leaving the rental unit one month before the end of the fixed term tenancy.
- The tenant also failed to appear for the scheduled move out inspection.

The applicant is therefore requesting a Monetary Order as follows:

Carpet cleaning	\$170.00
Carpet replacement	\$3269.71
Plumbing repairs	\$356.95
Cabinet repairs	\$824.25
Cable TV receiver	\$223.99
Lost rental revenue for May 2014	\$1937.50
Security deposit	\$925.00
Administration 18hrs X \$50.00	\$900.00
Painting	\$0.00
Filing fee	\$100.00
Total	\$8707.40

Analysis

It is my finding that the respondent did leave the rental unit in need of significant cleaning and repairs and therefore I have allowed a portion of the landlords claim as follows:

- I have allowed the claim for carpet cleaning as it is my finding that the carpets were left badly stained.
- I have allowed one half the cost of carpet replacement as the carpets would not come clean and had to be replaced. I have only allowed one half the cost however to take into account for normal depreciation. Awards for damages are intended to be restorative, meaning the award should place the applicant in the same financial

position had the damage not occurred. Where an item has a limited useful life, it is necessary to reduce the replacement cost by the depreciation of the original item. Carpets have an expected useful life of 10 years and therefore, since these carpets were already five years old, they are 50% depreciated, and therefore I have allowed 50% the replacement cost.

- I have allow the full amount claimed for plumbing repairs and Cabinet repairs as it's my finding that these repairs were the result of willful or negligent actions the tenant.
- I also allow the claim for replacing the cable television receiver as I accept the landlord's sworn testimony that there were two cable receivers in the rental unit at the beginning of the tenancy, and only one was left at the end of the tenancy.
- I also allow the landlords claim for lost rental revenue, because the tenant was a the fixed term tenancy and left the rental unit one month prior to the end of the tenancy, and the landlord was unable to re-rent it for that month.
- I will not allow the claim for security deposit, because, if the security deposit were held, it would have to be deducted from any claim at the end of the tenancy anyway. Further I have no authority to order tenant to pay a security deposit.
- I will only allow a portion of the landlords claim for ministration, because it's my finding that a large portion of the administration costs claimed are normal landlord requirements. I will however allow an extra 5 hours for the time the landlord spent arranging repairs that were required due to damages caused by the tenant. I will not however allow \$50.00 per hour as the landlord has provided no information as to why he is asking \$50.00 per hour. I'm willing to allowed \$25.00 per hour.

Therefore the total amount of the claim that I have allowed is as follows:

Carpet cleaning	\$170.00
50% of carpet replacement	\$1634.85
Plumbing repairs	\$356.95

Cabinet repairs	\$824.25
Replace television receiver	\$223.99
Lost rental revenue for May 2014	\$1938.00
Administration costs 5 X \$25.00	\$125.00
Filing fee	\$100.00
Total	\$5373.04

Conclusion

I have allowed \$5373.04 of the landlords claim and therefore pursuant to section 67 of the Residential Tenancy Act I have issued a Monetary Order in that amount.

The remainder of this claim is dismissed without leave to reapply.

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 24, 2014

Residential Tenancy Branch

