



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, MND, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order permitting her to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing via registered letter sent on July 24, the tenant did not participate in the conference call hearing.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on April 1, 2012 at which time the tenant paid a \$425.00 security deposit and a \$425.00 pet damage deposit. Rent was set at \$850.00 per month.

The tenant failed to pay \$300.00 of his rent in April and paid no rent whatsoever in May. The landlord seeks to recover \$1,150.00 in rental arrears.

When the tenant vacated the unit, he left in in an unclean state. Items were left behind, including needles and drug paraphernalia, the carpet was saturated in pet urine and feces and the unit had not been cleaned at all.

The landlord testified that because the pet waste and needles were considered hazardous, she was unable to hire a maid service to clean the unit and had to do the cleaning herself as well as hire private individuals. The landlord provided receipts for the monies paid to others and kept track of the time spent cleaning. The total claimed for labour for cleaning and removing carpet is \$1,520.00.

The landlord seeks to recover \$192.47 as the cost of cleaning supplies and \$504.00 as the cost for removing beds, carpet and discarded furniture. The landlord provided receipts for these costs.

The landlord seeks to recover \$400.89 as the cost of replacing 2 windows in the rental unit which were broken at the end of the tenancy and provided a receipt for this cost.

The landlord testified that the living room carpet was in new condition at the beginning of the tenancy, having been installed in 2012. The rest of the carpet was approximately 5 years old at the beginning of the tenancy. At the end of the tenancy, the carpet was saturated in pet urine and feces and the landlord was unable to remove the stains and odour. The landlord installed new carpet at a cost of \$2,459.53 and seeks to recover this from the tenant.

The landlord seeks to recover \$1,050.00 as the cost of repainting the unit at the end of the tenancy as the tenant had smoked in the unit. She provided a receipt for this cost and testified that the unit had last been painted in 2012.

The landlord seeks to recover the \$100.00 filing fee paid to bring her application.

### Analysis

I accept the landlord's undisputed testimony. The *Residential Tenancy Act* (the "Act") establishes the following test which must be met in order for a party to succeed in a monetary claim.

1. Proof that the Respondent caused the Applicant to incur a compensable loss;
2. Proof that the loss was suffered as a result of the Respondent's failure to comply with the Act or Tenancy Agreement; and
3. Proof that the Applicant took reasonable steps to minimize the loss.

The tenant had an obligation under the Act to leave the rental unit in reasonably clean condition and I find that he failed to do so resulting in a loss to the landlord. I find that the landlord acted reasonably to minimize her loss.

I find that the tenant failed to pay \$300.00 of his rent in April and paid no rent whatsoever in May and I find that the landlord is entitled to recover the rental arrears. I award the landlord \$1,150.00.

I find that the rental unit was left in an extremely soiled condition and required a significant amount of cleaning. While the landlord's expenses are high, the tenant did not dispute the amount claimed and in the circumstances and given the hazardous materials left behind, I find it reasonable. I award the landlord \$1,520.00.

I find that the landlord should recover the \$192.47 in cleaning supplies and the \$504.00 for removing discarded furniture and I award her those amounts.

I find the tenant broke the windows in the rental unit and must bear the cost of replacement. I award the landlord \$400.89.

Residential Tenancy Policy Guideline #40 lists the useful life of building elements and identifies the useful life of carpet as 10 years. One part of the carpet was 2 years old at the end of the tenancy and the rest was 7 years old. I find that the carpet was an average of 4 years old at the end of the tenancy. The landlord is not entitled to the replacement cost of the carpet, but the value of the carpet at the time of the loss. I find that it had expended 4 years of its useful life and that the landlord lost 6 years of use. I find that the tenant caused the landlord to suffer this loss and I find that the landlord is entitled to recover 60% of the cost of the new carpet. I award the landlord \$1,475.72.

I find that the landlord had to repaint the unit at the end of the tenancy due to the tenant's failure to clean the walls and remove the residue of nicotine and smell of smoke. Residential Tenancy Policy Guideline #40 identifies the useful life of interior paint as 4 years. The landlord testified that the paint was 2 years old and I find that the landlord is entitled to recover 50% of the cost of painting. I award the landlord \$525.00.

As the landlord has been substantially successful in her claim, I award her the \$100.00 filing fee paid to bring her application.

In summary, the landlord has been successful as follows:

Arrears	\$1,150.00
Labour	\$1,520.00
Cleaning supplies	\$ 192.47
Furniture removal and disposal	\$ 504.00
Window replacement	\$ 400.89
Carpet replacement	\$1,475.72
Painting	\$ 525.00
Filing fee	\$ 100.00
Total:	\$5,868.08

I order the landlord to retain the \$425.00 security deposit and a \$425.00 pet damage deposit in partial satisfaction of her claim and I grant her a monetary order under section 67 for the balance of \$5,018.08. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$5,018.08 and will retain the pet damage deposit and security deposit.

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: January 20, 2015

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Residential Tenancy Branch

