



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      mnd, mndc, mnr, mnsd, ff

### **Introduction:**

The landlord has applied for resolution of a dispute in the tenancy at the above noted address, and requests a Monetary Order and an order to retain the security deposit.

The tenant did not attend the hearing I accept that the tenant was properly sent the hearing information, application and evidence, by way of registered mail.

### **Issues to be decided:**

Is the tenant liable for various monetary claims of the landlord following the ending of this tenancy, including rental arrears and repair costs?.

### **Background and Evidence:**

This tenancy ended March 17, 2014, having originated about 2 years earlier. Monthly rent was \$830.00, payable on the first day of each month. The tenant paid only \$335.00 rent for March, and the landlord then served a 10 day Notice to End Tenancy. No further rent was paid by the tenants, and the landlord lost rental income for the entire month. The premises had new carpets and the walls were freshly painted when the tenancy started. After the tenant vacated the landlord discovered numerous large burn marks on the carpet, and the walls were covered in smoke and reaked of smoke. The landlord received an estimate for the carpet replacement of \$1,159.65, but chose to install more expensive laminate flooring instead. The landlord got an estimate to do the painting of \$1,000.00, then elected to do the work himself.

### **Analysis:**

In addition to the requirement to pay rent as and when due, for any tenancy, tenants must maintain "ordinary health, cleanliness and sanitary standards" throughout the premises and property. Tenants are generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. Tenants are also generally required to pay for repairs where

damages are caused, either deliberately or as a result of negligence, by the tenants or their guests, or their pets.

In this case, the landlord suffered a loss of rental income for March of \$495.00, representing the difference between the monthly rent owed, and the actual rent paid. As the premises could not be re-rented until the repairs were done, the tenant is liable for this sum.

The tenant left the premises in a damaged state, and is liable for the estimated costs to replace the carpet and repaint the premises, which total \$2,159.65.

These items total \$2,654.65. I accept that the tenants are liable for this sum, and also award recovery of the landlord's filing fee of \$50.00. The total sum awarded is therefore \$2,704.65. The tenant may apply the security deposit as against this sum and the tenant must pay the balance.

**Conclusion:**

I order that the tenant pay \$2,654.65 to the landlord.

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: March 06, 2015

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Residential Tenancy Branch

