



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MND, MNDC, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for loss of income, for the cost of bailiff services, for the cost of painting and repairs and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

Issues to be decided

Is the landlord entitled to a monetary order for loss of income, cost of bailiff services, the cost of painting and repairs and for the recovery of the filing fee?

Background and Evidence

The tenancy started on January 15, 2012. The landlord filed a copy of the tenancy agreement into evidence. The monthly rent was \$1,200.00 payable on the first of each month.

These parties were involved in two disputes prior to this one. On September 21, 2014, the landlord was awarded an order of possession which he enforced on October 01, 2014 by hiring a bailiff to remove the tenant.

The second dispute was heard on November 13, 2014. The tenant did not attend the hearing. The landlord filed a copy of the decision dated November 13, 2014, into evidence and referred to it during the hearing. The landlord was awarded a monetary order for a loss of income that he suffered in October and November 2014. During that hearing, the Arbitrator found that the landlord had provided adequate evidence to confirm that the power supply to the rental unit was cut off by BC Hydro due to illegal activity on the part of the tenant.

The landlord also provided information directly from BC Hydro that the reconnection would take several weeks. The landlord stated that the rental unit was left in a condition that required extensive repairs and because there was no power in the unit, he was unable to carry out the repairs in a timely manner.

The landlord is claiming the following:

1.	Loss of income for December 2014 and January 2015	\$2,400.00
2.	Rebuild shed	\$9,600.00
3.	Electrical work	\$2,929.50
4.	Drywall	\$3,307.50
5.	Kitchen counter top	\$1,030.40
6.	Replace doors, blinds and washroom	\$7,539.00
7.	Exterior lights and Mail box	\$403.56
8.	Bailiff services	\$2,800.00
9.	Filing fee in Supreme Court	\$120.00
10.	Filing fee at RTB	\$100.00
	Total	\$30,229.96

The landlord stated that power was restored mid-January and he had the work completed in time to rent the unit on February 01, 2015. A new tenant moved in on February 01, 2015. The landlord is claiming loss of income for the months of December 2014 and January 2015. The landlord is also claiming the cost of the electrician's work and has provided an invoice for the services by an electrician to have the power restored. The electrical work also had to be done under a permit from the City Hall and was inspected by an inspector from the City Hall.

The landlord stated that the tenant ruined a tool shed/ green house as he attempted to convert the structure into a parking garage. The tenant stated the shed had a gas supply which was not legal and for safety reasons he removed the gas connection. The landlord is claiming the cost of rebuilding the shed but has not done so yet. The landlord has filed an estimate for the cost of work.

The landlord filed photographs that demonstrate that the walls in the home were damaged, the kitchen counter top was scratched and damaged and the appliances were left in a dirty condition. The landlord stated that these photographs were taken on October 02, 2014 which is the day after the bailiff removed the tenant.

The tenant agreed that he had caused damage to some doors inside the rental unit, but denied having caused damage to the exterior light and mail box. The landlord filed a receipt for the purchase of these items.

The landlord also filed a copy of the move in inspection report that states that some flooring was new and that the unit was freshly painted. The tenant agreed that he had conducted the inspection with the landlord and had also signed the report.

Analysis

1. Loss of income for December 2014 and January 2015 - \$2,400.00

The landlord stated that power was restored to the unit mid-January 2015 and he was able to get the repair work completed by end of January 2015. The landlord provided photographs to support his testimony that the rental unit was in need of extensive repair work and also filed invoices for the expense he incurred.

Residential Tenancy Policy Guideline#3 states that at the end of tenancy, if the premises are un-rentable due to damage caused by the tenant, the landlord is entitled to claim damages for loss of rent. The landlord is required to mitigate the loss by completing the repairs in a timely manner.

In this case the rental unit was un-rentable and the landlord was unable to complete the repairs or rent the unit until the power was restored to the unit. In the decision dated November 13, 2014, the Arbitrator determined that the power was cut off due to the tenant's activities and it would be several weeks before the power was restored.

Based on the above and on a balance of probabilities, I find that it is more likely than not that the power was restored to the unit sometime in the middle of January 2015 and the landlord made attempts to mitigate his losses by looking for a tenant and finding one for February 01, 2015.

Accordingly I find that the landlord is entitled to the loss of income he suffered due to the time required to restore power to the rental unit and complete repairs. I award the landlord his claim for loss of income in the amount of \$2,400.00.

2. Rebuild shed - \$9,600.00

The landlord stated that he has not yet rebuilt the shed and has not incurred the cost of doing so. The landlord filed an estimate for the cost of rebuilding the shed. I make no finding in this matter and I dismiss this portion of the landlord's claim with leave to reapply.

3. Electrical work - \$2,929.50

The landlord has proven that the power was cut off by BC Hydro due to the nature of the tenant's activities. As a result the landlord incurred costs to restore the power to the unit. The landlord has filed an invoice to support his claim. I find that the landlord is entitled to \$2,929.50.

4. Dry wall - \$3,307.50

The landlord filed photographs that indicate that there was considerable damage to the walls. The tenant denied causing all the damage but agrees to the damage in the walls of two rooms. Based on the evidence in front of me which includes photographs and an invoice for the cost of repairing the drywall, I award the landlord \$3,307.50.

5. Kitchen counter top \$1,030.00

The landlord filed photographs of damage to the kitchen counter top. The landlord testified that the counter top was the age of the home which is approximately 13 years old.

Section 40 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the counter top. As per this policy, the useful life of a counter top is 25 years. The landlord testified that the age of the counter top is 13 years and therefore by the end of the tenancy, the counter top had 12 years of useful life left. Accordingly, I find that the landlord is entitled to \$494.60 which is the approximate prorated value of the remainder of the useful life of the counter top.

6. Replace doors, blinds and washroom - \$7,539.00

The landlord has filed an invoice that does not provide a breakdown of the costs of each item. Based on Section 40 of the *Residential Tenancy Policy Guideline* regarding the useful life of items I will award the landlord a portion of his claim., I find that these items are about 13 years old and accordingly I award the landlord half his claim in the amount of \$3,769.50.

7. Exterior light and mail box - \$403..56

Based on the documentation filed by the landlord, the person who installed the light and mailbox described the existing items as "very old". Therefore I find that these items have probably outlived their useful lives and accordingly I dismiss the landlord's claim for the cost of replacing these items.

8. Bailiff services - \$2,800.00

9. Filing fee in Supreme Court - \$120.00

The landlord was granted an order of possession on September 21, 2014 and has filed invoices to support his claim. Therefore I award the landlord the above claims

10. Filing fee - \$100.00

Since the landlord has proven most of his claim, I award him \$100.00 for the filing fee.

Overall the landlord has established a claim as follows:

1.	Loss of income for December 2014 and January 2015	\$2,400.00
2.	Rebuild shed	\$0.00
3.	Electrical work	\$2,929.50
4.	Drywall	\$3,307.50
5.	Kitchen counter top	\$494.60
6.	Replace doors, blinds and washroom	\$3,769.50
7.	Exterior lights and Mail box	\$0.00
8.	Bailiff services	\$2,800.00
9.	Filing fee in Supreme Court	\$120.00
10.	Filing fee at RTB	\$100.00
	Total	\$15,921.10

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$15,921.10. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$15,921.10**.

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: April 22, 2015

Residential Tenancy Branch