



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNR, MNSD, MND, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent and utilities; for a monetary Order for damage; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The female Landlord stated that on October 20, 2014 she personally served the male Tenant with the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord wishes to rely upon. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the male Tenant did not appear at the hearing.

The male Landlord stated that on October 20, 2014 he personally served the female Tenant with the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord wishes to rely upon. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*; however the female Tenant did not appear at the hearing.

Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent, unpaid utilities, and damage to the rental unit?

Is the Landlord entitled to retain all or part of the security deposit?

Background and Evidence

The female Landlord stated that:

- the Tenant moved into the rental unit on April 30, 2009;
- the Tenant paid a security deposit of \$550.00 and a pet damage deposit of \$550.00;
- at the end of the tenancy the Tenant was paying rent of \$1,150.00 per month;
- on August 08, 2014 a Ten Day Notice to End Tenancy was personally served to the Tenant, which declared that the Tenant must vacate the rental unit by August 18, 2014;
- the Tenant moved out of the rental unit on August 31, 2014;
- the Landlord was granted compensation for unpaid rent from August of 2014 at a previous dispute resolution hearing;

- the Landlord completed a condition inspection report at the start and the end of the tenancy; and
- the Tenant did not attend the final inspection of the rental unit even though the Tenant was provided written notice of two inspection dates/times.

The Landlord is seeking compensation, in the amount of \$1,696.38, for cleaning the rental unit. \$36.13 of this claim was for cleaning supplies, for which receipts were provided, and \$24.00 was for dumping fees, for which the Landlord did not receive receipts. The remaining \$1,636.25 of the claim is compensation for the 46.75 hours the Landlord spent cleaning the rental unit.

The Landlord submitted numerous photographs that show extensive cleaning was required. The condition inspection report, which was submitted in evidence, indicates cleaning was required at the end of the tenancy.

The Landlord is seeking compensation for replacing or repairing various miscellaneous items which were either broken or missing at the end of the tenancy, including:

- several light bulbs;
- kitchen cupboard hardware;
- a towel bar;
- several floor registers;
- several switch plates;
- bathroom knobs;
- several door stoppers;
- a toilet paper roll;
- a smoke alarm;
- wall protectors to cover holes in the wall from a baby gate; and
- weather stripping (that was damaged by the Tenant's furniture during the move).

The female Landlord stated that all of the aforementioned items were intact and undamaged at the start of the tenancy. The Landlord submitted receipts to show that the Landlord paid \$268.71 for these replacement parts.

The Landlord is seeking compensation, in the amount of \$150.70, for replacing several blinds in the house that the female Landlord stated were damaged during the tenancy. The Landlord submitted receipts to show this expense was incurred. The Landlord submitted photographs of some of the damaged blinds.

The Landlord is seeking compensation, in the amount of \$414.00, for seven closet doors that the Landlord contends were damaged during the tenancy. The Landlord submitted receipts to show this expense was incurred. The Landlord submitted photographs of some of the damaged doors.

The Landlord is seeking compensation, in the amount of \$44.79, for replacing flooring in the entry that the Landlord contends was damaged during the tenancy. The Landlord submitted a receipt to show flooring was purchased for \$537.56. The male Landlord stated that most of this flooring was used to replace the kitchen flooring, for which they are not seeking compensation, and they estimated that only \$44.79 in materials was used to replace the floor in the entry. The Landlord submitted photographs of some of the damaged flooring, which was stained with an unknown substance.

The Landlord is seeking compensation, in the amount of \$119.37, to replace two bedroom and one bathroom door that the Landlord contends were damaged during the tenancy. The Landlord submitted receipts to show this expense was incurred. The Landlord submitted a photograph of one of the damaged doors.

The Landlord is seeking compensation, in the amount of \$166.46, for painting several places where there was scribbling on the walls. The Landlord submitted photographs of the damaged walls and receipts to show this expense was incurred.

The male Landlord stated that the Landlords spent 50.5 hours repairing the rental unit, for which the Landlord is seeking compensation of \$2,272.50.

The Landlord is seeking compensation for lost revenue for the month of September of 2014, in the amount of \$1,150.00. The Landlord contends that they were unable to rent the unit for September, given the amount of repairs that the Landlord needed to make to the rental unit.

The Landlord is seeking compensation for unpaid utilities, in the amount of \$50.31. The female Landlord stated that the Tenant was required to pay for utilities used during the tenancy. The tenancy agreement indicates that heat and gas costs are not included with the rent. The Landlord submitted a copy of a hydro bill for the period between September 13, 2014 and October 03, 2014 and a copy of a gas bill for the period between September 01, 2014 and October 02, 2014.

The Landlord is seeking compensation of \$56.57 for rekeying the lock to the rental unit. The Landlord submitted a receipt to show this expense was incurred. The female Landlord stated that the keys needed to be rekeyed as some of the keys to the rental unit were not returned.

The Landlord is seeking compensation, in the amount of \$745.30, for replacing the carpet and the baseboards in two bedrooms. The female Landlord stated that the carpets were so dirty they needed to be replaced. The Landlord submitted photographs of the carpets, which show they were very dirty at the end of the tenancy. The female Landlord stated that the baseboards needed to be replaced after the carpets were replaced.

The Landlord submitted receipts to show that \$745.30 was paid to replace the carpets and baseboards. The Landlord submitted receipts to show this expense was incurred. The female Landlord estimated the carpets were new in 2007.

Analysis

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to clean the rental unit. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, including dumping fees of \$24.00 and cleaning supplies of \$36.13. I find that the Landlord is entitled to compensation for the 46.75 hours the Landlord spent cleaning the rental unit, in the amount of \$1,168.85. This is based on an hourly rate of \$25.00, which I find to be reasonable compensation for time spent cleaning your own property.

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to:

- replace a variety of miscellaneous damaged or missing items, which cost \$268.71 to replace;
- replace blinds that were damaged during the tenancy, which cost \$150.70 to replace;
- repair/replace several damaged closet doors, which cost \$414.00 to replace;
- repair/replace the flooring in the entry, which cost \$44.79 to replace;
- repair/replace two bedroom and one bathroom door, which cost \$119.37 to replace; and
- paint over scribbling on the walls, which cost \$166.46 to repair.

I therefore find that the Landlord is entitled to compensation for the cost of replacing or repairing all of this damage, which totals \$1,164.03.

I find that the Landlord is entitled to compensation for the 50.5 hours the Landlord spent repairing the rental unit, in the amount of \$1,262.50. This is based on an hourly rate of \$25.00, which I find to be reasonable compensation for time spent repairing your own property.

I find that the condition of the rental unit directly contributed to the loss of revenue the Landlord experienced in the month of September of 2014. I therefore find that the Tenant must compensate the Landlord for that lost revenue, in the amount of \$1,150.00.

On the basis of the undisputed evidence, I find that the Tenant is obligated to pay for hydro and gas costs incurred during the tenancy. As the Tenant vacated the rental unit on August 31, 2014, I find that the Tenant is only obligated to pay utilities for periods prior to that date. As the utility bills submitted in evidence are both for periods beginning after August 31, 2014, I find that the Tenant is not obligated to pay for the cost of these utility charges. I therefore dismiss the Landlord's claim for \$50.31 in utilities.

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to return all of the keys to the rental unit. I therefore find that the Tenant is obligated to pay the \$56.57 the Landlord paid to re-key the lock.

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to leave the carpet in reasonably clean condition. In the absence of evidence to the contrary, I accept that the carpets were so dirty that they needed to be replaced.

Claims for compensation related to damage to the rental unit are meant to compensate the injured party for their actual loss. In the case of fixtures in a rental unit, a claim for damage and loss is based on the depreciated value of the fixture and not based on the replacement cost. This is to reflect the useful life of fixtures, such as carpets and countertops, which are depreciating all the time through normal wear and tear.

The Residential Tenancy Policy Guidelines show that the life expectancy of carpet is ten years. The evidence shows that the carpet was approximately seven years old at the end of the tenancy. I therefore find that the carpet had depreciated by 70% and that the Landlord is entitled to 30% of the cost of repainting the living room, which in these circumstances is \$223.59.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$5,185.67, which is comprised of \$3,935.67 in damages, \$1,150.00 in lost revenue, and \$100.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the Act I authorize the Landlord to retain the security and pet damage deposit of \$1,100.00, in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$4,085.67. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: May 25, 2015

Residential Tenancy Branch

