



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Columbia Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNR; MND; MNSD; FF

Introduction

This is the Landlord's application for a Monetary Order for unpaid rent, loss of revenue, and damages; to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that on January 20, 2015, the Notice of Hearing documents were mailed to both of the Tenants, via registered mail, to the forwarding address provided by the Tenant. The Landlord provided a copy of the registered mail receipts and tracking numbers in evidence.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I am satisfied that the Tenants were duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenants did not sign into the teleconference and the Hearing proceeded in their absence. The teleconference remained open for 25 minutes.

Issues to be Decided

- Is the Landlord entitled unpaid rent for December, 2014, and late fees?
- Is the Landlord entitled to loss of revenue for January, 2015?
- Is the Landlord entitled to a monetary award for the cost of cleaning the rental unit, disposing of discarded furniture and debris, painting, and carpet replacement?

Background and Evidence

The Landlord's agent gave the following testimony:

This tenancy began on March 1, 2012. The Tenants failed to pay rent when it was due on December 1, 2014. The Landlord issued a 10 Day Notice to End Tenancy on December 8, 2014, effective December 18, 2014. A copy of the Notice was provided in evidence.

The Tenants advised the Landlord by e-mail on December 18, 2014, that they had moved out on December 10, 2014. The Landlord's completed the move-out condition inspection in the absence of the Tenants. A copy of the Condition Inspection Report for the move-in and move out inspection was provided in evidence.

Monthly rent at the end of the tenancy was \$613.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$300.00 on March 1, 2012. The rental unit was re-rented effective February 1, 2015.

The Tenants left personal belongings, which were of little or no value, and garbage in the rental unit and the Tenants' locker. The rental unit was dirty and the carpets had not been shampooed.

The tenancy agreement provided that there was no smoking allowed in the rental unit; however, the Tenants smoked in the rental unit which resulted in smoke damage to the paint and cigarette burns to the bedroom carpet. A copy of the tenancy agreement was provided in evidence. The carpet was approximately 2 years at the beginning of the tenancy. With the exception of two carpet "pulls", the carpet was in good condition at the beginning of the tenancy.

The Tenants abandoned the rental unit, leaving the door unlocked, the TV and lights on, and boxes were left on the top of the stove. The stove was on low heat, but there was no smoke or fire damage. The Tenants left the keys in the apartment.

The rental unit was advertised for rent on or about December 18, 2014, but it was not re-rented until February 1, 2015. The Landlord provided no documentary evidence with respect to attempts made to re-rent the rental unit.

The Landlord provided copies of invoices in evidence and seeks a monetary award, calculated as follows:

Cost of cleaning the rental unit

\$160.00

Cost of shampooing carpets (other than the ruined carpet)	\$89.25
Cost of repairing walls and painting (smoke damage)	\$200.00
Hauling and dump fees	\$250.00
Cost to replace bedroom carpet	\$600.00
Unpaid rent for December, 2014	\$613.00
Late fees for December, 2014	\$25.00
Loss of revenue for January, 2015	<u>\$613.00</u>
TOTAL	\$2,550.25

Analysis

Based on the Landlord's agent's undisputed affirmed testimony and the documentary evidence provided, I am satisfied that the Landlord has established a monetary award as claimed for cleaning; carpet shampooing; repairing and repainting walls; and hauling and dump fees.

The Residential Tenancy Policy Guidelines provide that carpets have a useful life of 10 years. With respect to the Landlord's request for the cost of replacing the bedroom carpet, I find that the carpet's useful life was 50% over, and therefore I allow the cost of materials at 50%. I find that the Landlord is entitled to 100% of the cost of labour. The cost of materials was \$384.01 and the cost of labour was \$259.35. Therefore, I allow a total of \$451.36 for this portion of the Landlord's claim ($\$384.01 / 2 + \259.35).

The tenancy agreement provides for late fees in the amount of \$25.00. I find that the Landlord is entitled to unpaid rent for December, 2014, in the amount of \$613.00, plus late fees.

The Landlord's claim for loss of revenue for the month of January, 2015, is dismissed. I find that there is insufficient evidence of the Landlord's attempts to mitigate its loss.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary award.

The Landlord has been successful in its application and I find that it is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

The Landlord has established a monetary claim as follows:

Cost of cleaning the rental unit	\$160.00
Cost of shampooing carpets (other than the ruined carpet)	\$89.25

Cost of repairing walls and painting (smoke damage)	\$200.00
Hauling and dump fees	\$250.00
Cost to replace bedroom carpet	\$451.36
Unpaid rent for December, 2014	\$613.00
Late fees for December, 2014	\$25.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$1,838.61
Less set off of security deposit	<u>-\$300.00</u>
TOTAL	\$1,538.61

Conclusion

I hereby grant the Landlord a Monetary Order in the amount of **\$1,538.61** for service upon the Tenants. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: August 19, 2015

Residential Tenancy Branch

