



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Ewald Rentals
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPN, MNSD, MNR, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail on July 17, 2015. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence. The landlord gave affirmed evidence. At the outset of the hearing the landlord advised that the tenant moved out and that an order of possession was not required, accordingly I dismiss that portion of the landlords' application.

Issues to be Decided

Is the landlord entitled to a monetary order?

Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about January 31, 2014 and ended on May 1, 2015. Rent in the amount of \$1185.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$600.00. Condition inspection reports were conducted at move in and move out. The landlord advised that the tenant did not move out on April 30, 2015 and seeks \$1185.00 for loss of revenue for the month of May. The landlord stated that the unit was left dirty and damaged and that the unit required cleaning, carpet cleaning and painting. The landlord stated the unit was painted prior to the tenant moving in.

The landlord is applying for the following:

1.	Loss or Revenue For May 2015	\$1185.00
2.	Suite Cleaning	\$92.00
3.	Carpet Cleaning	\$94.50
4.	Painting	\$359.50
5.	Filing Fee	\$50.00
	Total	\$1781.00

Analysis

I address the landlords' claims and my findings as follows.

1. Loss of Revenue – \$1185.00.

The landlord advised that the tenant provided written notice on March 31, 2015 to end the tenancy on April 30, 2015. I accept the landlords testimony that the tenant over held the unit for an additional day. I do not accept the landlords' position that he is entitled to one month's rent for loss of revenue. The landlord did not provide documentary evidence that the unit was rented or that a party had signed an agreement to take the unit for May 1, 2015. Based on the above I find that the landlord is entitled to one day's rent at the pro-rated amount of \$1185 divided by 30 days for an award of = \$39.50.

2. Suite cleaning \$92.00

The landlord stated that the tenant left the unit dirty. The landlord provided a receipt and the condition inspection report to support this claim. Based on the above and in the absence of any disputing evidence, I find that the landlord is entitled to \$92.00.

3. Carpet cleaning - \$94.50

The landlord stated the tenant did not clean the carpets at move out and left them dirty and stained. The landlord provided a receipt and the condition inspection report to support this claim. Based on the above and in the absence of any disputing evidence, the landlord is entitled to \$94.50.

4. Painting – 359.50

The landlord stated that the tenant damaged some of the walls that required them to be repainted. The landlord provided a receipt and the condition inspection report to support this claim. The landlord stated that the unit was painted prior to the tenant moving in. Policy Guideline 40 addresses the useful life of building elements. The guideline states

the life of paint is four years. I find that the landlord is entitled to a pro-rated amount based on the 14 month tenancy of 70% of useful life left X \$359.50 = an award of \$251.65.

5. Filing Fee - \$50.00

As the landlord has been successful in their application I find that they are entitled to the recovery of the filing fee of \$50.00.

As for the monetary order, I find that the landlord has established a claim for \$488.15. I order that the landlord retain \$488.15 from the deposit and return the remaining \$111.85 to the tenant.

I grant the tenant an order under section 67 for the balance due of \$111.85. 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 may retain \$488.15 from the security deposit and return the remainder to the tenant. The tenant is granted a monetary order of \$111.85.

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: September 21, 2015

Residential Tenancy Branch

