



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damages to the unit - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord's evidence that the Tenants were served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenants did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on May 1, 2014 for a fixed term to end April 30, 2015. Rent of \$1,600.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$800.00 as a security deposit. The tenancy agreement requires the Tenant to pay the water utilities. The Parties mutually conducted a move-in inspection and the Tenants initialled each page of the report. In January 2015 the Parties entered into a mutual agreement to end the tenancy for February 25, 2015 and the Tenant moved out on that date. The Parties had mutually agreed on a date and time for a move-out inspection however the Tenants did not attend as agreed and did not respond to any of the subsequent voice and text messages. No

rent was paid for February 2015 and the Landlord claims \$1,600.00. The Tenant did not pay the utilities and the Landlord claims \$336.15 with a bill provided.

The Landlord states that the Tenant left the unit damaged and unclean and claims as follows:

- \$2,659.22 ($\$2,362.50 + 10.71 + 19.00 + 16.77 + 13.28 + 236.96$) for the costs of supplies and labour to repair and paint the walls that were left with gouges and holes, invoice and receipts provided;
- \$266.74 ($\$50.00 + 16.74 + 200.00$) for the costs to clean the carpets that were left heavily soiled;
- \$3,000.00 for the replacement of all carpets as stains could not be removed. The carpets were new in 2012. The Landlord has not provided the latest tenant a reduction in rent for the appearance of the carpets;
- \$650.00 for the costs of the professional cleaning of the unit, with invoice provided and an additional cost of \$55.00 for unspecified cleaning by the owner, no invoice provided;
- \$56.10 ($\$14.66 + 34.76 + 6.68$) for the cost of supplies to repair the closet door, receipts provided; and
- \$10.00 for fees to dump furniture, clothing and food left behind by the Tenants.

The Landlord provided photos of the unit.

The Landlord advertised the unit in the beginning of February 2015 for a March 1, 2015 occupancy at the same rental rate. Prospective tenants viewed the unit during February however given the state of the unit no tenancy was obtained. The repairs to the unit were completed by mid-March 2015 and a tenant was obtained for April 1, 2015. The Landlord claims \$1,600.00 for lost rental income.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Based on the undisputed evidence that the Tenants did not pay the rent for February 2015 I find that the Landlord has substantiated an entitlement to **\$1,600.00**.

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section

7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results.

Given the photos, invoices and receipts, I find that the Landlord has substantiated that the Tenants left the walls damages and that the landlord is entitled to the costs claimed of **\$2,659.22**. Given the photos of the carpets and the invoices I find that the Landlord has substantiated that the Tenants left the carpets unclean and stained and that the Landlord is entitled to the costs incurred of **\$266.74**. Given the photos of the closet door and the invoice I find that the Landlord has substantiated that the Tenants left the door damaged and that the Landlord is entitled to the supply costs for repairs in the amount of **\$56.10**. Based on the undisputed evidence of garbage and other items left behind and given the receipt I find that the Landlord has substantiated the dump fee cost of **\$10.00**.

As there is no evidence of any loss associated with the carpet other than aesthetic and considering that the carpet is 3 years old I find that the Landlord is not entitled to the replacement cost of a new carpet. Further there are no photos of the carpet after the cleaning occurred so the extent of loss is not well or obviously supported. As such I find that the Landlord is only entitled to a nominal amount of **\$700.00**. I base this amount on the RTB Policy Guideline # 40 that sets out carpet as having a useful life of 10 years and a loss of \$100.00 for each of the remaining 7 years.

Based on the undisputed evidence supported by the photos and invoice I find that the Landlord has substantiated that the Tenants failed to leave the unit reasonably clean and that the Landlord is therefore entitled to the costs claimed of **\$650.00**. The undetailed claim for the Landlord's labour is dismissed.

Given the provision in the tenancy agreement requiring the Tenants to pay the water utility and considering the undisputed evidence of the Landlord that the Tenants have not paid the water bill as indicated in the invoice I find that the Landlord has substantiated an entitlement to **\$336.15** in unpaid utilities.

Given the Landlord's undisputed evidence that the unit was left damaged and unclean and considering the Landlord's reasonable efforts to mitigate its losses by advertising and showing

the unit as early as it did, I find that the Landlord has substantiated that the Tenants caused a loss of rental income for the Landlord. The Landlord is therefore entitled to **\$1,600.00**.

As the Landlord has been successful I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$7,978.21**. Deducting the security deposit of **\$800.00** plus zero interest leaves **\$7,178.21** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$800.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$7,178.21**. If necessary, this order may be filed in the 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: September 10, 2015

Residential Tenancy Branch

