



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Veneto Place Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, the tenant confirmed that he had received the landlord's application and evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenant first occupied the unit on June 1, 2011 under a "Rent to Own Lease agreement." The tenant and the landlord signed both a tenancy agreement and an agreement of purchase and sale. The tenant paid a deposit of \$1,000. That was to convert to a security deposit and pet deposit of \$500.00 each if the tenant did not fulfill the terms of the purchase agreement by May 31, 2012. The tenant did not purchase the unit, and continued to occupy the unit as a tenant. Monthly rent at the end of the tenancy was \$1,040.00, due in advance on the first day of each month. The tenant vacated the unit on May 1, 2014.

Landlord's Claim

The landlord stated that the tenant left without paying rent for April 2014. The landlord submitted that when the tenant vacated the rental unit required cleaning, repairs and painting. The landlord stated that the floor in the storage room was torn up and urine-stained. The landlord also stated that they lost two months of rental income, in May and June 2014.

The landlord has claimed compensation as follows:

- 1) \$1,040.00 for April 2014 rent;
- 2) \$338.00 for 13.5 hours of cleaning;
- 3) \$228.00 for painting the apartment;
- 4) \$111.00 for carpet cleaning;
- 5) \$561.00 for replacing flooring and painting in the storage room; and
- 6) \$2080.00 for lost revenue for May and June 2014.

In support of their claim, the landlord submitted invoices for the cleaning, carpet cleaning and painting.

Tenant's Response

The tenant acknowledged that he owed rent for April 2014. The tenant stated that the unit likely would have needed painting, as he lived there for almost three years. The tenant stated that the carpets were unravelling and the landlord did not do repairs. The tenant acknowledged that he kept his bike in the storage room as well as his skis, and his dog was old and had seizures so he may have urinated on the floor. However, the flooring would peel up after it was exposed to moisture for one hour. The tenant disputed the landlord's claim for lost revenue, stating the cleaning and painting could have all been done in one week.

Analysis

I find that the landlord is entitled to the rent Of **\$1,040.00** for April 2014, as the tenant acknowledged his responsibility for that amount.

The landlord did not provide photographs or a detailed breakdown of the cleaning required, and I therefore find that the landlord is only entitled to a nominal amount of **\$75.00** for cleaning. The landlord did not take into account any depreciation in their claim for painting, and I therefore grant the landlord a nominal amount of **\$50.00** for painting. The tenant did not provide evidence of the poor condition of the carpets, and it is generally the tenant's responsibility to have the carpets cleaned at the end of the

tenancy; I therefore find it reasonable to grant the landlord's claim of **\$111.00** for carpet cleaning. I accept the landlord's evidence that significant damage was done to the storage room, including a urine odour that could not be removed without also painting the room. I therefore grant the landlord's claim of **\$561.00** for repairing and painting the storage room.

I find that the landlord is not entitled to compensation for lost revenue for May and June 2014. The landlord did not submit evidence to show that they took reasonable steps to mitigate their loss by cleaning and repairing the unit and attempting to re-rent it as soon as possible.

As the landlord's application was mostly successful, they are also entitled to recovery of the **\$50.00** filing fee for the cost of this application.

Conclusion

The landlord is entitled to **\$1,887.00**. I order that the landlord retain the security and pet deposits of **\$1,000.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$887.00**. 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: October 2, 2015

Residential Tenancy Branch

