



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, O, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the four landlords.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act* (Act) by registered mail on September 15, 2015 in accordance with Section 89. Section 90 of the Act deems documents served in such a manner to be received on the 5th day after they have been mailed.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the Act.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for compensation for damage to and cleaning of the rental unit; lost revenue; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the Act.

Background and Evidence

The landlord submitted into evidence the following documents:

- A copy of a tenancy agreement signed by the parties on September 15, 2011 for a month to month tenancy beginning on September 15, 2011 for a monthly rent of \$1,100.00 due on the 1st of each month with a security deposit of \$475.00 paid. The tenancy ended on March 1, 2015;
- A copy of a tenancy agreement signed by the parties on October 1, 2012 for a month to month tenancy beginning on October 1, 2012 for a monthly rent of \$2,000.00 due on the 1st of each month with a security deposit of \$475.00 paid;
- A list of "Damages and Cleaning Not done". This list also includes a notation of the cost of repairs and cleaning – rental of power washer, power washing of patio deck, siding, outside windows - \$155.00; cleaners \$200.00; removal and disposal of carpet \$150.00; carpet replacement and installation totalling \$1,411.00; and labour and replacement pickets on deck and repair hole in siding on deck \$500.00 for a total claim of \$2,416.00;
- Copies of various receipts; invoices; and quotes for services; and
- Several photographs showing the condition of the rental unit at the end of the tenancy.

The landlord clarified, at the start of the hearing, that the landlord had collected a security deposit of \$975.00 and a pet damage deposit of \$475.00 from the tenant.

The landlord seeks compensation as follows:

Description	Amount
Carpet removal	\$100.00
Disposal of carpet	\$54.50
Carpet replacement	\$1,411.00
Cleaning	\$200.00
Power washing	\$100.00
Power washer rental	\$79.67
Deck Repair (50%)	\$920.00
Loss of revenue (during cleaning period)	\$1,016.00
Total	\$3,881.17

The landlord testified that the carpets had been approximately 2 years old at the start of the tenancy. The landlord submits that they had decided to replace the carpets throughout the rental unit after the tenancy ended because of the state of all of the carpets. However, the landlord seeks compensation for replacing the carpets only in 4 rooms that had pet feces and urine throughout the rooms.

The landlord submits that the power washing was required because the deck and siding on the house adjacent to the deck was grimy and dirty from the tenant's pets. The deck also required repairs due to the pets destroying the railing and spindles.

The landlord seek compensation for lost revenue because when they attempted to show the rental unit to a perspective tenant they found the condition of the rental unit to be completely unsuitable to show anyone. The entire unit required cleaning and de-odourizing before it could be shown to potential tenants.

The landlord submitted that they were not able to show the rental unit to potential tenants until mid-March 2015 after they had completed the cleaning and repairs required. The landlord testified they were able to re-rent the unit effective April 1, 2015.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the Act, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Section 37 of the *Act* states that when a tenant vacates a rental unit at the end of a tenancy the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Based on the undisputed testimony and evidence of the landlords I find the landlords have established the rental unit was not reasonably clean when the tenant vacated the rental unit and that the deck was damaged during the tenancy. As such, I find the tenant has failed to comply with her obligations under Section 37.

As a result, I find the landlord has suffered a loss. I also find the landlord has established the value of that loss as submitted.

As to the landlords' claim for lost revenue, I find that the cause of the landlord's inability to re-rent the unit was their inability to show the unit until they had the property cleaned up and repaired. As such, I find the landlords had no opportunity to rent the unit for the entire month of March and the landlords are entitled to recover loss of revenue for the full month in the amount of \$2,000.00.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$4,915.17** comprised of \$2,865.17 for cleaning and repairs; \$2,000.00 lost revenue and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$1,450.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$3,465.17**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: March 16, 2016

Residential Tenancy Branch