



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GATEWAY PROPERTY MANAGEMENT CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, cost to replace carpet and for the recovery of the filing fee. The landlord also applied to retain the security deposit.

The landlord testified that on October 03, 2015, he served the tenant with the notice of hearing in person, at the dispute rental unit. The tenant filed a document in response to the landlord's application. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

During the hearing, the landlord informed me that the tenant moved out on or about October 05, 2015 and did not provide a forwarding address. Accordingly the landlord's application to retain the deposit is dismissed with leave to reapply.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, cost to replace the carpet and the filing fee?

Background and Evidence

The landlord testified that the tenancy started on August 15, 2013. The monthly rent was \$840.00 payable on the first of each month.

The landlord stated that on September 22, 2015, the parties had attended a hearing for dispute resolution to address the landlord's application for an order of possession. The landlord was granted an order of possession which he served on the tenant. The tenant did not move out two days after she was deemed to have received the order.

On October 05, 2015, the landlord found the unit vacant. The bedroom carpet was stained and the unit was left in a dirty condition. The landlord unsuccessfully attempted

to have the carpet cleaned. The carpet was replaced at a cost of \$569.61. The landlord filed a copy of the receipt into evidence and stated that the carpet was five years old.

The landlord also stated that he incurred costs to clean the unit but did not file proof of the cost incurred.

The landlord made efforts to find a tenant for October after he found out that the tenant had moved out. Despite his efforts he was unable to find a tenant for October. The landlord is claiming unpaid rent for the month of October in the amount of \$840.00.

The landlord is also claiming for the recovery of the filing fee of \$50.00.

Analysis

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Based on the sworn testimony of the landlord and in the absence of evidence to the contrary, I find that the tenant did not pay rent for October 2016 and moved out without informing the landlord. I further find that the landlord made efforts to mitigate his losses, but was unable to find a tenant for the remainder of October 2015. I find that the landlord is entitled to his claim for unpaid rent.

Section 40 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the carpet. As per this policy, the useful life of flooring is ten years. The landlord stated that the carpet was five years old and therefore I find that the carpet had five years of useful life left. Accordingly, I find that the landlord is entitled to \$284.80 which is the prorated value of the remainder of the useful life of the carpet.

Since the landlord has proven his case, he is entitled to the recovery of the filing fee of \$50.00.

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$1,174.80. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order of **\$1,174.80**.

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: April 14, 2016

Residential Tenancy Branch