



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR MND MNDC MNSD FF

Introduction:

Both parties attended the hearing and the tenant confirmed she was served with the Application for Dispute Resolution by registered mail. I find that the tenant is legally served with the Application according to section 89 of the Act. The landlord requests pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7, 44, 46 and 67 for unpaid rent and damages;
- b) To retain the security deposit to offset the amount owing; and
- c) An order to recover the filing fee pursuant to Section 72.

Preliminary Issue:

The tenant requested her name be changed to her legal name. It was a shortened form of her first name on the tenancy agreement and the Application. The landlord agreed so the amendment is made to her legal name.

Issue(s) to be Decided:

Has the landlord has proved on a balance of probabilities that the tenant breached a fixed term lease, owed rent and damaged the property, that it was beyond reasonable wear and tear and the cost of repair? Is the landlord entitled to recover the filing fee?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. It is undisputed that the tenancy commenced October 1, 2014 with a fixed term lease succeeded by another fixed term lease expiring March 31, 2016. Monthly rent was \$1200 and a security deposit of \$600 and a pet damage deposit of \$300 were paid October 1, 2014. The tenant agreed that she vacated on February 29, 2016 after giving notice on February 21, 2016 and did not pay rent for March 2016. She said she had to vacate due to medical concerns with her pregnancy and needing help.

The landlord claims as follows:

\$308.09 for unpaid utilities to the City: the tenant agrees she told the landlord he could deduct these from the security deposit.

\$44.43: for door handle, paint and electrical covers; the tenant agrees with this charge.

\$595.35: to a contractor for repairs and cleanup. This was broken down to \$342.00 for a carpenter for repair and installation of doors and \$225.00 for cleanup of the home including dog feces in the yard. The tenant disagrees with the charge for door installation as she said her father would have done that at no cost to her. She agreed the doors were damaged. The landlord said the tenant had replaced them once with mismatched doors and hinges and then they were damaged again on moving.

\$149.52: for two doors that were two years old. The tenant agrees with this charge.

In evidence is the tenancy agreement, a move-in and move out inspection report, invoices to support the charges and photographs. The tenant provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

Analysis

Monetary Order

I find that there is rental loss in the amount of \$1200 for March 2016. While the tenant contended the landlord should have made an effort to re-rent and mitigate his damages, I find she signed a fixed term lease and was obligated to pay the rent until the end of March 2016 and did not give him notice of vacating until February 21, 2016. I find the landlord's evidence credible that it took some time to do the clean up and necessary repairs and he felt it was fruitless to advertise to re-rent for the last month of the fixed term which is all the rent the tenant was responsible for. He planned to sell the home after the end of the fixed term in any case.

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages **or** loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

I find the tenant violated the Act and tenancy agreement by damaging the property and leaving it unclean. I find the tenant agreed that she cost the landlord \$308.09 in unpaid

utilities, \$44.43 in some repairs, and \$225.00 in cleanup costs. The Residential Policy Guideline #40 assigns a useful life to elements in rented premises which is designed to account for reasonable wear and tear. I find the damaged doors were two years old and doors are assigned a useful life of 20 years in the Guideline. I find the landlord entitled to recover 90% of door replacement for the 18 years of useful life remaining in the damaged doors. I find from invoices that the doors cost \$149.52 + \$342 installation for a total cost of \$491.52. I find the landlord entitled to recover \$442.36 of this cost. Although the father of the tenant contended he could have installed them at no cost to the tenant, I find he did not do this before the tenant returned possession to the landlord. As the landlord had to do it, he is entitled to his cost.

Conclusion:

I find the landlord entitled to a monetary order as calculated below. I find he is entitled to retain the security and pet damage deposits to offset the amounts owing and to recover his filing fee for this application.

Calculation of Monetary Order:

Rental loss	1200.00
Unpaid utilities	308.09
Repair items	44.43
Cleanup costs	225.00
Door allowance	442.36
Filing fee	100.00
Less security and pet damage deposits	-900.00
Total Monetary Order to Landlord	1419.88

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: June 09, 2016

Residential Tenancy Branch