



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

The landlord applies for a monetary award for loss of rental income and unpaid Hydro utilities as well as damages for cleaning and repair of the premises.

The landlord and the tenant Mr. W. attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing. The tenant Ms. J. was aware of the hearing but did not attend.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the landlord is entitled to any of the monetary claims alleged?

Background and Evidence

The rental unit is the two bedroom top level of a house. The tenancy started in October 2014. The landlord issued a one month Notice to End Tenancy effective February 29, 2016 and the tenants vacated the premises then.

The monthly rent was \$975.00. The landlord holds a \$487.50 security deposit and a \$487.50 pet damage deposit.

The parties conducted a move out inspection and a report was prepared. The tenant Ms. J. signed it.

The tenants had applied to cancel the Notice and a hearing had been set for March 11, 2016 for that dispute. At that hearing the tenants provided the landlord with a forwarding address.

The landlord testifies that as a result of the tenants' application to dispute the Notice and the pending March 11 hearing, she was not in a position to offer the premises for rent for March nor could she find a tenant for the remainder of the month after that hearing. On that basis, she claims she has lost the rental income from March.

She says the tenants left the home inadequately cleaned. She produces a form of move out condition report signed by Ms. J. indicting the state of the premises. She says there is a move in condition report signed by the tenant Ms. J. to show that the premises were clean and undamaged.

She says the tenants left over 60 holes in the wall, including four large brackets from where they removed and took with them a mirror belonging to her. She does not claim for the cost of the mirror.

She produces a receipt from a handyman service to which she paid \$1575.00 on March 3 for repairing the holes, painting, cleaning light fixtures ceiling fans, baseboard heaters, window ledges and shelving.

She herself paid for the paint at a cost of \$233.61.

The home was last painted in December 2012.

The landlord presents a series of Hydro bills calculating the tenants' share, less what has been paid and leaving a balance owing of \$133.00.

The tenant Mr. W. says the tenants did clean the premises. He says the walls were in bad shape when he moved in.

He does not dispute the landlord's calculation of Hydro owed.

He says that though the tenants applied to dispute the Notice, he thought they were obliged to obey it and move at the end of February.

There was disagreement between the parties about the landlord entering the premises during the tenancy and whether or not proper or any notice was given. I determine that this point is not relevant to the issues raised by the landlord's application.

Analysis

Regarding loss of March rent, I agree with the landlord. So long as the tenants' application was alive, she could not fairly offer the premises for rent until that application was dealt with on March 11. The tenants, having decided to leave at the end of February, should have cancelled their application.

I find that the landlord did lose the opportunity to rent the premises for March because of the tenants. I award her \$975.00 in that regard.

Regarding painting and repair, I accept the landlord's evidence that the tenants, or at least one of them, signed a move in report that the walls were undamaged. I find that they were undamaged at the start of the tenancy but that they were seriously marred at the end of the tenancy and that the extent of the damage justified repainting.

I accept the landlord's evidence that repainting and the cleaning noted above cost \$1575.00 plus \$233.61 for the paint.

According to Residential Tenancy Policy Guideline 40, "Useful Life of Building Elements", interior painting has a useful life of four years. Accordingly, the landlord is not entitled to receive from the tenants the value of a new paint job.

Having regard to the guideline and to the fact that part of the handyman's work was repairing damage and cleaning, I award the landlord \$900.00 for repairing, repainting and cleaning.

I award the landlord the undisputed \$133.00 of outstanding Hydro charges.

Conclusion

The landlord is entitled to a monetary award of \$2008.00 plus recovery of the \$100.00 filing fee. I authorize the landlord to retain the \$975.00 of deposit money she holds, in reduction of the amount awarded.

There will be a monetary order against the tenants for the remainder of \$1133.00.

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: August 03, 2016

Residential Tenancy Branch