



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            MND, FF, MNSD

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for a monetary order for damage to the rental unit and for recovery of the application filing fee. The hearing was also scheduled to deal with the tenants' application for return of the security and pet damage deposits.

The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to present documentary evidence.

As the tenants did not attend the hearing, service of the landlord's application, notice of hearing, and supporting evidence was considered. The landlord testified that the tenants were each served with a package containing all of these materials by registered mail. Canada Post tracking information was submitted in support, showing that both packages were picked up by one of the tenants on April 20, 2017. I find that the tenants were duly served in accordance with the Act.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award for damage caused?

Is the landlord entitled to recover the filing fee for this application from the tenants?

Are the tenants entitled to recover their security and pet damage deposits?

### Background and Evidence

The landlord provided undisputed evidence at this hearing as the tenants did not appear.

A copy of the residential tenancy agreement signed by the landlord and both tenants was in evidence. It indicates a monthly rent of \$1,000.00 due on the first day of the month for a one year tenancy commencing June 1, 2016. A security deposit of \$250.00 and a pet damage deposit of \$250.00 were paid at the beginning of the tenancy.

The landlord testified that market rent is \$1,300.00 exclusive of utilities and that he has received this amount under tenancies both before and after the tenancy at issue. He charged the respondents here \$1,000.00, inclusive of utilities because he knew their relatives.

The tenancy was ended effective January 31, 2017 pursuant to a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice"). Another arbitrator issued an order of possession for the landlord. That arbitrator also awarded the landlord \$500.00, representing the half month's rent for January, 2017, that the tenants had failed to pay. That arbitrator authorized the landlord to retain the security deposit and pet damage deposit in satisfaction of the \$500.00 owing for January's rent. The file number of that decision is reproduced on the cover page of this decision for ease of reference.

The landlord testified that that tenants left the rental unit significantly unclean and damaged and also left 10 bags of garbage behind. He claims for the costs of cleaning and repair by a property management company. The landlord's evidence included detailed receipts of the cleaning and repairs that were required after the tenants vacated the rental unit in mid-January.

The landlord also gave detailed evidence about the state of the upstairs carpets in the rental unit and provided receipts for the materials and labour required to remove and replace those carpets and the baseboards. The landlord advised that the carpets were four years old.

The landlord also claims for loss of rent for the period of time the rental unit was not rented. The landlord's original claim was for loss of rent from January 15, 2017 (the date the tenants vacated) and February 15, 2017 (the date a new tenancy began). However, the landlord limited his claim at the hearing to loss of rent for one-half of February as the prior arbitrator had compensated him for unpaid rent in January.

### Analysis

I have reviewed all documentary evidence and have heard the undisputed evidence of the landlord. I accept the landlord's evidence that the tenants left the rental unit unclean and damaged. I further accept his evidence that the tenants so extensively soiled the upstairs carpets that he was required to replace them. However, because the carpets were four years old, and the Residential Tenancy Branch Policy Guideline #40 estimates their useful life at 10 years, I award the landlord only 60% of their replacement cost.

I also accept that the landlord suffered a loss of rental income for the first half of February, 2017, after which he re-rented the unit for the market rate of \$1,300.00. Usually a landlord is entitled only to the rental amount that the tenants have been paying (here, \$1,000.00 monthly). In this case, however, I find that the landlord is entitled to loss of rental income at a rate of \$1,300.00 per month. This is because I accept the landlord's evidence that market rent for this particular rental unit is \$1,300.00 monthly, and that this was the amount charged to others both before and after the tenancy at issue here.

Based on the above I find that the landlord has established losses as follows:

Repairs and cleaning	\$1,238.57
Upstairs carpet removal and replacement	\$1,434.65 (\$2,391.09 claimed x 60% [remaining useful life of carpet as per Policy Guideline #40])
Loss of rental income February 1 – 15, 2017	\$650.00
Application filing fee	\$100.00
<b>TOTAL</b>	<b>\$3,423.24</b>

### Conclusion

Pursuant to section 67 of the Act, I issue a monetary award in the landlord's favour in the amount of **\$3,423.24**.

The tenants did not attend at the hearing of their own application for return of the security and pet damage deposits. Accordingly, that application is dismissed, without

leave to reapply. I also note that the tenants' deposits have already been dealt with at the prior hearing, referenced above.

The landlord is provided with this order and the tenants must be served with the order as soon as possible. Should the tenants fail to comply with this order, it may be filed in the Small Claims Division of the Provincial 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 s. 9.1(1) of the Act and is final and binding pursuant to s. 77 unless otherwise indicated in the Act.

Dated: May 9, 2017

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Residential Tenancy Branch