



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REPRESENT HOLDING COMPANY LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

The landlord applies for a monetary award for unpaid rent, loss of rental income, damages for repair and cleaning of the rental unit and for the cost of lock replacement.

The tenant did not attend the hearing during its seventy minute duration. Counsel for the landlord shows that she served with the application for dispute resolution and notice of hearing by registered mail to an address obtained by a skip trace service after she had vacated the rental unit. Canada Post records (tracking number shown on cover page of this decision) show that the mail was sent to the address shown for her on the application on September 20, 2017 and delivered and signed for by the tenant on September 21. On this evidence I find that the tenant has been duly served.

The landlord's claim is composed of five items listed on a Monetary Order Worksheet.

Property Repairs

The landlord hired a general contractor to attend to repairs composed of carpet removal, hardwood floor (laminated) replacement washroom leaking repair, electrical panel replacement, painting, final cleanup and a general contractor management fee.

In support of this work the landlord presents eighteen photographs of the premises before the tenancy and eighteen after the tenant left. It is apparent that the home was clean with no sign of damage prior to this tenancy. The landlord had just purchased the property and this tenant was the first occupant.

The “after” photos show the carpets in each room to be severely stained. The tenant had two large dogs during the approximately six months of her stay. One carpet has been pulled and wrinkled badly.

However, the photographs do not persuade me that the \$18,000.00 plus tax that Mr. C. for the landlord paid the contractor was work dedicated to repairing damage caused by the tenant. In addition, while the premises appears clean in the “before” photos, there is no doubt but that it is an older, possibly 1970’s era home. To award the landlord the full cost of the contractor’s work would cause a betterment; putting it in a better position than had the tenant not caused any damage.

Having regard to the foregoing, I consider the amount of \$9000.00 to be a reasonable award for the repair of tenant caused damage.

Garbage Removal

I award the landlord \$400.00 as claimed and as confirmed by a form of receipt filed. It is apparent the tenant left many personal articles and various debris when she left.

Lock Replacement

I accept Mr. C.’s evidence that the tenant did not return the keys for the rental unit and I award the landlord \$189.00 as claimed and confirmed by a receipt.

Plumbing Repair

The landlord’s counsel withdrew this \$68.25 claim at hearing

Unpaid Rent

On Mr. C.’s undisputed evidence I am satisfied the tenant failed to pay rent for the months of December 2016 and January 2017. I award the landlord \$5600.00.

Rental Loss

On Mr. C.’s undisputed evidence I find that the tenant vacated the rental unit in mid January 2017 prior to the expiry of her fixed term tenancy on July 15, 2017. I am satisfied that the landlord was able to re-rent the premises for March 15 but only at a rent of \$2600.00 per month; two hundred dollars less than the tenant was paying.

I award the landlord \$2800.00 for loss of February rent, \$1500.00 for loss of March rent and \$600.00 for the \$200.00 per month loss of rental income for the remainder of the tenancy; a total of \$4900.00.

Conclusion

The landlord is entitled to a monetary award totalling \$20,089.00, plus recovery of the \$100.00 filing fee for this application. I authorize the landlord to retain the \$1400.00 security deposit in reduction of the amount awarded. It will have a monetary order against the tenant for the remainder of \$18,789.00

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: April 11, 2018

Residential Tenancy Branch