



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MND; MNR; MNDC; MNSD; FF

Introduction

This is the Landlord's Application for Dispute Resolution seeking a monetary award for unpaid rent and damages; compensation for damage or loss; to apply the security deposit towards her monetary award; and to recover the cost of the filing fee from the Tenant.

This matter was scheduled to be heard by teleconference on April 25, 2018, at 1:00 p.m. The Landlord attended the Hearing and gave affirmed testimony.

The Tenant did not attend the Hearing, although I left the teleconference connection open for 40 minutes. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord and I were the only ones who had called into this teleconference.

The Landlord testified that she tried to serve the Tenant at her place of employment, but was not successful. She testified that the town where the Tenant and the Landlord live is a small town and that she discovered where the Tenant lives and that she saw the Tenant's car parked at the Tenant's new address. The Landlord testified that she also saw the Tenant at that new address. The Landlord stated that she mailed the Notice of Hearing documents to the Tenant at her new address on September 25, 2017, but that the Tenant refused to accept the registered documents, so the documents were returned to the Landlord. The Landlord provided a copy of the Canada Post receipt and tracking number for the registered package. The Canada Post Tracking System printout provides "Item refused by recipient. Item being returned to sender" on September 26, 2017. Based on the Landlord's affirmed testimony, I am satisfied that

the Tenant was sufficiently served with the Notice of Hearing documents on September 26, 2017, further to the provisions of Section 71(2) of the Act. The Hearing continued in the Tenant's absence. The Landlord's Application was amended to include the Tenant's new address.

Issue(s) to be Decided

Is the Landlord entitled to a monetary award for unpaid rent and damages to the rental unit? May the Landlord apply the security deposit towards her monetary award?

Background and Evidence

The Landlord gave the following testimony:

This tenancy began on March 1, 2016. Monthly rent was \$903.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$425.00. Pets were not allowed under the tenancy agreement. The tenancy agreement also provided that there was no smoking allowed in the rental unit and the Tenant was responsible for maintaining the lawns and shrubs on the rental property.

The Tenant moved out in July, 2017, and did not pay rent for the month of July.

At the beginning of the tenancy, the rental unit was freshly painted and the kitchen floors were new. The floors in the lower floor were approximately 6 years old. The Tenant took a cabinet, step stool, mirror and other items from the rental unit without the Landlord's permission. The Tenant had a dog and smoked in the rental unit, contrary to the tenancy agreement. The grass in the yard was ruined by a trampoline and due to the lack of watering. The Tenant refused to attend a move-out condition inspection. The Landlord provided a copy of the Notice of Final Inspection Opportunity and a copy of the move-in Inspection Report, along with many photographs of the rental unit which were taken at the end of the tenancy.

The Tenant, or her dog, damaged the floors in the kitchen and the downstairs, which necessitated their replacement. The Tenant broke the bottom shelf of the stove, which the Landlord tried to repair but was unsuccessful. The Landlord purchased another used stove to replace it. The wall had to be repaired and painted in the bathroom. The Landlord provided copies of invoices in evidence.

The Landlord stated that she was “overwhelmed” by the amount of cleaning that was required after the Tenant moved out. It appeared as though the Tenant had not done any cleaning “for a year”. The Landlord provided an estimate from a cleaner, which indicated a minimum of 40 hours of cleaning at \$20.00 per hour would be required. The Landlord did the cleaning herself, which took her 49 hours.

The Landlord seeks a monetary award, calculated as follows:

Unpaid rent for July, 2017	\$903.00
Cost of replacing kitchen lino	\$437.66
Cost of replacing basement lino	\$2,331.69
Repair and paint bathroom wall	\$162.44
Landlord's labour	\$800.00
Used stove	<u>\$325.00</u>
TOTAL	\$4,959.79

The Landlord testified that there was other damage to the rental unit, for example, cigarette burns in the carpet; marks on other interior walls; and damage to the siding from an unauthorized satellite dish, but that she is not seeking compensation for those additional items.

Analysis

I accept the Landlord's undisputed and affirmed oral testimony in its entirety, along with her documentary evidence in support of her claim.

I find that the Landlord is entitled to unpaid rent for the month of July, 2017, in the amount of \$903.00.

With respect to the cost of replacing the lino in the kitchen and the basement, I find that the Landlord is entitled to compensation, but not at the amount she seeks. The Residential Tenancy Policy Guidelines provide a useful life for linoleum of 10 years.

Therefore, I find that the Landlord is entitled to the full cost of installation (labour), but only a prorated amount for the cost of materials, as follows:

Basement lino:

Materials (\$915.30 x 4 years life left/10 years useful life)	\$366.12
Labour/installation	\$1,229.66
GST/PST	<u>\$120.84</u>
Total	\$1,716.62

Kitchen lino:

Materials (Landlord had enough lino to repair the floor)	\$0
Labour/installation	\$414.21
GST/PST	<u>\$23.45</u>
Total	\$437.66

I find that the Landlord's claim in the amount of \$325.00 is a reasonable amount to pay for a used stove. I allow the Landlord's claim in the amount of \$325.00 for replacing the damaged stove with another used stove, pursuant to the invoice provided and dated August 9, 2017.

With respect to the cost of repairing/painting the walls in the bathrooms, the Guidelines provide that the useful life for indoor paint is 4 years. Therefore, I allow this portion of the Landlord's claim, which is for materials only, in the amount of \$121.83 (\$162.44 x 3 years life left/4 years useful life).

I allow the Landlord's claim for labour in the amount of \$800.00 for cleaning and repairing the rental unit and yard.

The Landlord's Application had merit and I find that she is entitled to recover the cost of the filing fee from the Tenant.

Pursuant to the provisions of Section 72 of the Act, the Landlord may apply the security deposit towards her monetary award.

The Landlord is hereby provided with a Monetary Order calculated as follows:

Unpaid rent	\$903.00
Lino replacement (\$1,716.62 + \$437.66)	\$2,154.28
Stove replacement	\$325.00
Repair and painting walls	\$121.83
Landlord's labour	\$800.00
Recovery of filing fee	\$100.00
Less security deposit	<\$425.00>
TOTAL	\$3,979.11

Conclusion

The Landlord is hereby provided with a Monetary Order in the amount of **\$3,979.11** for service upon the Tenant. This Order may be enforced in the Provincial Court of British Columbia (Small Claims Court).

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: May 22, 2018

Residential Tenancy Branch