



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MND MNSD MNR FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on July 10, 2018. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, for damage or loss under the Act, and for unpaid rent; and,
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38.

The Landlord attended the hearing. However, the Tenant did not. The Landlord testified that she sent the Notice of Hearing to the Tenant by registered mail on December 4, 2017. The Landlord also stated that she sent her evidence to the Tenant by registered mail on June 7, 2018. The Landlord stated that these packages were sent to the forwarding address the Tenant provided to her at the time she gave her notice that she would be moving out in October 2017. Pursuant to section 88 and 90 of the Act, I find the Tenant is deemed served with these packages 5 days after they were mailed on December 9, 2017, and June 12, 2018, respectively. I am satisfied the Landlord has sufficiently served the Tenant with the Notice of Hearing and evidence.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to a monetary order for damage to the unit, for damage or loss under the Act, and for unpaid rent?
- Is the Landlord authorized to retain all or a portion of the Tenant's security and pet deposit in partial satisfaction of the monetary order requested pursuant to section 38.

Background and Evidence

The Landlord provided a monetary order worksheet to itemize what she is seeking in this application. The Landlord provided testimony, photos, and receipts for the items. The Landlord also provided a copy of the condition inspection report. The Landlord stated that the Tenant gave her notice that she was moving out on October 15, 2017. Then, when the Landlord began showing the unit on November 15, 2017, it was apparent that the Tenant had already vacated the rental unit. The Landlord stated that they were unable to contact the Tenant after this time. The Landlord stated they were provided with the Tenant's forwarding address on October 15, 2017, at the time when the Tenant gave written notice. The Landlord stated that they currently hold the Tenant's security and pet deposit, totalling \$1,420.00.

The Landlord stated that the rental unit was vacated sometime in mid November 2017, which is before her one month Notice to vacate would have taken effect. The Landlord stated that they tried to email, call and also posted condition inspection opportunities on the door of the rental unit. The Landlord offered two different times and the Tenant failed to appear at either, so the Landlord did the inspection without the Tenant on November 21, 2017, at 1pm.

As per the Monetary Order Worksheet, there were 9 items in total, as follows:

1. \$283.50 – The Landlord stated that the Tenant moved out without cleaning, and left the unit very dirty, such that it required 12 hours of cleaning by a professional cleaning company. The Landlord provided the receipt for this.
2. \$121.80 – The Landlord is seeking to recover the cost of having the blinds professionally cleaned, which was a requirement of the tenancy (as per the Tenancy Agreement). An invoice was provided.
3. \$1,472.00 – The Landlord is looking to recover November 2017 rent because the Tenant did not pay anything for this month. The Landlord stated that the Tenant's written notice did not take effect until the end of November 2017, so she is still responsible for this month, despite moving out earlier in November.

4. \$80.64 – The Landlord had the fobs listed on the worksheet however during the hearing she withdrew this item, as she already had a fob deposit to cover this amount.
5. \$102.66 – The Landlord had to change the locks on the rental unit because the Tenant failed to return the keys. A receipt for this item was provided.
6. \$420.00 – The Landlord stated that the Tenant's dog ruined the carpet in the bedroom as there were stains and holes in the carpet. The Landlord stated that they had a company come by to clean and repair the carpets but they were told the carpets were unsalvageable. The Landlord stated that the carpets were 3 years old at the time the Tenant moved out. The Landlord also stated that they had some laminate flooring in storage, so they used that to fix the wrecked carpet. The Landlord stated that it cost \$420.00 in labour to have the flooring replaced in the bedroom. The Landlord is not seeking any material costs, just the \$420.00 in labour it took to fix the floor. The condition of the carpet was listed as "destroyed" on the move-out inspection.
7. \$420.00 – The Landlord hired a maintenance worker to replace 30 feet of water damaged baseboards, replaced burned out light bulbs, patch numerous holes in the walls, unplug kitchen and bathroom drains, and dispose of garbage. These items were noted on the condition inspection report and an invoice for these items was included in evidence.
8. \$25.00 – The Landlord is looking to recover a late rent fee for November 2017 rent, as per the Tenancy Agreement.
9. \$100.00 – The Landlord is looking to recover the filing fee incurred for filing this application.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*.

Based on all of the above, the undisputed evidence and testimony, and on a balance of probabilities, I find the evidence before me sufficiently demonstrates that the Tenant caused damage to the rental unit in several ways, as itemized above. I also find the evidence before me sufficiently demonstrates that the Tenant left the rental unit in significant disrepair, left behind lots of garbage and left an extraordinary mess, some of which required significant time and effort to remedy. I find the Landlord's expenses to remedy the rental unit are reasonable considering the multitude of issues left behind. I award all of the items listed above except for item #4, as this item was withdrawn in the hearing.

Further, with respect to the carpet damage (item #6), I note that Residential Tenancy Policy Guideline #40 provides guidance with respect to how long items should be expected to last. For example, the useful life of carpets is listed as 10 years. Although the carpets were already 3 years old at the time they were replaced, I note that the damage to these carpets was extreme, and they could not be repaired. I also note the Landlord only charged the labour cost to replace the carpets with laminate flooring and is not seeking to recover the material cost. I find this is very reasonable, and I award the Landlord the full amount of this item (\$420.00) despite the carpets being part way through their useful life.

Further, section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with her application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

Also, pursuant to sections 72 of the *Act*, I authorize that the security and pet deposit, currently held by the Landlord, be kept and used to offset the amount owed by the Tenant. In summary, I grant the monetary order based on the following:

Claim	Amount
Total of items listed above	\$2,844.96
Filing fee	\$100.00
Less: Security and pet Deposit currently held by Landlord	(\$1,420.00)
TOTAL:	\$1,524.96

Conclusion

The Landlord is granted a monetary order in the amount of **\$1,524.96**, as specified above. This order must be served on the Tenant. If the Tenant fails to comply with this

order the Landlord may file the order in the Provincial Court (Small Claims) and be 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 11, 2018

Residential Tenancy Branch