



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNR, MND, MNSD, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover loss of income, for the cost of cleaning, repair, painting, carpet and lock replacement, and for the filing fee.

Both parties attended this hearing and were given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves.

As both parties were in attendance I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Both parties provided extensive documentary evidence. I have considered all the written evidence and oral testimony provided by the parties but have not necessarily alluded to all the evidence and testimony in this decision.

This application was initially heard on January 25, 2019 and adjourned to be heard on March 12, 2019 for additional time to complete the hearing. In the decision dated January 25, 2019, the parties were ordered not to submit any further evidence. Accordingly only evidence submitted prior to the hearing on January 25, 2019, was considered in the making of this decision.

Issues to be decided

Is the landlord entitled to a monetary order to recover loss of income, for the cost of cleaning, repair, painting, carpet replacement, locks and for the filing fee?

Background and Evidence

The parties agreed that the tenancy started on May 01, 2017 and that the monthly rent was \$1,300.00 due in advance on the first of each month. Prior to moving in the tenant paid a security deposit of \$650.00 and a pet deposit of \$650.00. The parties agreed that the landlord was holding a total of \$1,200.00 as the landlord was ordered to retain \$100.00 of the deposits towards the recovery of a filing fee for a previous dispute resolution proceeding.

The tenant moved out on September 02, 2018 pursuant to an order of possession that was granted to the landlord on August 31, 2018. The landlord stated that on September 02, 2018, the tenant was argumentative during the move out inspection and part way through decided to leave. The landlord completed the move out inspection in the absence of the tenant. The tenant stated that during the inspection she felt bullied and therefore left without completing the inspection. The tenant provided her forwarding address to the landlord on September 21, 2018. The landlord made this application in a timely manner on September 27, 2018

A copy of the move in and move out inspection report was filed into evidence. The landlord stated that the unit was left in a dirty condition and required repairs. He advertised the availability and was able to find a tenant for September 16, 2018. The landlord is claiming the loss of income that he suffered for September 01–16, 2018.

The tenant stated that she had cleaned the unit and had filed photographs to support her testimony. The landlord stated that the photographs filed into evidence were taken at the start of tenancy and do not depict the condition of the unit at the end of tenancy. The photographs filed by the tenant are not date stamped.

The landlord described the condition of the unit at the end of tenancy. He stated that a sink was cracked and filed a photograph of the cracked sink. Upon review of the photograph, the crack appears to be hairline. The tenant denied having caused deliberate damage to the sink.

The landlord stated that the carpets were damaged and needed to be replaced. The landlord agreed that at the start of tenancy the carpet in the living room, master bedroom and hallway had pulls and that there was a dime sized burn in the master bedroom carpet. The landlord stated that the carpet in the second bedroom was in good condition at the start of tenancy and was left by the tenant in a stained condition.

The landlord has not yet replaced the carpets and submitted that the carpets were installed in 2011. The landlord has provided estimates to replace carpet and the estimate is broken down into costs per room.

The landlord stated that the walls had holes and gouges in them and has provided photographs of the damage to the walls. The move out inspection report indicates damage to the walls through out the unit while the move in inspection report does not. The landlord stated that the unit was painted in 2017 and has provided evidence to support the cost of painting. The tenant filed her own photographs most of which show no damage to the walls.

The landlord stated that the unit had pet hair, pet odour, grime and dust at the end of tenancy and needed cleaning. The landlord has filed photographs that show the presence of pet hair and garbage left behind in the unit.

1.	Loss of income for September 2018	\$650.00
2.	Drywall repair, painting and sink replacement	\$1,145.00
3.	Cleaning and minor repairs	\$575.00
4.	Replace locks	\$72.74
5.	Supplies – cleaning, drywall and plumbing	\$495.71
6.	Cleaning supplies	\$86.28
7.	Dryer hose sink and plumbing parts	\$284.32
8.	Replace carpet in Master bedroom	\$802.94
9.	In Bedroom 2	\$847.31
	In landing and stairs	\$875.02
	In living room	\$1,501.85
10.	Filing fee	\$100.00
	Total	\$7,436.17

Analysis

1. Loss of income for September 2018 - \$650.00

In this case the landlord had served the tenant with a notice to end tenancy for non-payment of rent. The tenant disputed the notice and the matter was heard on August 31, 2018. The landlord was granted an order of possession.

Residential Tenancy Policy Guideline #5 states that If the tenant files an application to dispute the notice, the landlord is not required to find a new tenant until the arbitration decision and order are received, the time limits for a review application have passed, and, where a review application is made by the tenant, after the review decision is received by the landlord.

The landlord received the order of possession on August 31, 2018 and the tenant moved out on September 02, 2018, which did not give him sufficient time to find a tenant for September 2018. However, the landlord was successful in finding a tenant for September 15, 2018 and mitigated his losses to half a month's rent. I find that the landlord is entitled to recover the loss he suffered.

2. Drywall repair, painting and sink replacement - \$1,145

The landlord did not provide an itemized cost in his monetary worksheet and accordingly, I am unable to determine the cost of individual items. I find that the crack on the sink was a result of wear and tear and therefore the tenant is not responsible for the cost of replacing the sink.

Regarding the landlord's claim in the amount of \$1,145.00 for cost associated with drywall repairs and painting, I find that the landlord submitted photographs that were black and white, grainy with poor resolution, and difficult to discern. Furthermore, the onus is on the party making the claim to substantiate their claims with evidence. In reviewing the totality of the evidence submitted, I am not satisfied that the landlord has provided sufficient or compelling evidence to corroborate the significance of his damage claims for drywall repair and painting. As such, I dismiss these claims.

3. Cleaning and minor repairs - \$575.00

The landlord has filed a copy of an invoice and testimony from the person who cleaned the rental unit. In addition, the tenant was ordered to move out within two days of the hearing and therefore it is reasonable to find that the tenant did not have sufficient time to clean the unit after she moved out. I find it appropriate to award the landlord \$375.00 towards his claim for the cost of cleaning.

4. Replace locks - \$72.74

Section 25 of the *Act* requires that the landlord change the locks at the start of a new tenancy if the new tenant requests this, and this is a cost that the landlord must bear. Therefore, I dismiss the landlord's claim for the cost of replacing the locks.

5. Supplies – cleaning, drywall and plumbing - \$495.71
6. Cleaning supplies - \$86.28

The landlord has already been awarded \$375.00 towards the cost of cleaning and this includes supplies. The landlord's claim for wall repair is dismissed and the tenant is not responsible for the cost of plumbing supplies. The landlord's claims of \$495.71 and \$86.28 are dismissed.

7. Dryer hose sink and plumbing parts - \$284.32

As stated above, the landlord's claim for the cost of replacing the sink is dismissed.

Section 32 of the *Residential Tenancy Act*, states that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law and having regard to the age, character and location of the rental unit, make it suitable for occupation by a tenant.

Accordingly I find that the landlord is responsible for the cost of the dryer hose and plumbing parts.

8. Replace carpet

The landlord has itemized the cost of doing so. Based on the move in inspection report the carpet in all the rooms was either damaged, pulled or burnt except for the carpet in bedroom 2.

Section 37 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the flooring. As per this policy, the useful life of flooring is ten years.

The landlord renovated the rental unit in 2011 and therefore by the end of the tenancy, the carpet had two years of useful life left. Accordingly, I find that the landlord is entitled to \$170.00 which is the approximate prorated value of the remainder of the useful life of the flooring in the second bedroom. The landlord's claim to replace the remainder of the carpet is dismissed.

9. Filing fee - \$100.00

Since the landlord has proven a portion of his claim, I award the landlord the recovery of the filing fee.

Overall the landlord has established a claim as follows:

1.	Loss of income for September 2018	\$650.00
2.	Drywall repair, painting and sink replacement	\$0.00
3.	Cleaning and minor repairs	\$375.00
4.	Replace locks	\$0.00
5.	Supplies – cleaning, drywall and plumbing	\$0.00
6.	Cleaning supplies	\$0.00
7.	Dryer hose sink and plumbing parts	\$0.00
8.	Replace carpet in Master bedroom	\$0.00
	In Bedroom 2	\$170.00
	In landing and stairs	\$0.00
	In living room	\$0.00
9.	Filing fee	\$100.00
	Total	\$1,295.00

Overall the landlord has established a claim of \$1,295.00. I order that the landlord retain the security and pet deposits of \$1,200.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$95.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$95.00**

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: July 01, 2019

Residential Tenancy Branch