



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS
LTD and [tenant name suppressed to protect privacy]

DECISION

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

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for loss of income, cost of repairs, cleaning, and for the recovery of the filing fee. The landlord also applied to retain the security deposit.

The landlord testified that on June 21, 2019, she served the tenant with the notice of hearing by registered mail to the address provided by the tenant in his notice to end tenancy. The landlord filed a copy of the tracking slip. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for loss of income, cost of repairs, cleaning, and for the recovery of the filing fee?

Background and Evidence

The landlord testified that the tenancy started on September 01, 2015. The monthly rent was \$1,269.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$750.00. On May 30, 2019 the tenant gave the landlord written notice to end the tenancy effective May 31, 2019 and moved out on May 31, 2019.

The landlord stated that the tenant left the unit in a dirty condition. A strong smell of pet urine was present in the unit. The landlord stated that she had to paint the walls and sanitize the carpet to rid the unit of the pet odour. The landlord also stated that the tenant broke one of the blinds and it was beyond repair. The landlord was able to find a tenant for a move in date of June 17, 2019. The landlord is claiming a loss of income for 16 days and has filed photographs and copies of invoices to support her claim. The landlord is claiming the following:

1.	Painting – labour and supplies	\$248.07
2.	Cleaning and sanitizing carpets	\$210.00
3.	Replace blinds	\$70.55
4.	Cleaning	\$192.00
5.	Loss of income	\$676.80
6.	Filing fee	\$100.00
	Total	\$1,497.42

Analysis

1. Painting – labour and supplies - \$248.07

Section 40 of the *Residential Tenancy Policy Guideline* addresses the useful life of an item. I will use this guideline to assess the remainder of the useful life of the paint. As per this policy, the useful life of interior paint is four years. The landlord stated that the unit was last painted in August 2015 and therefore I find that by the end of tenancy the paint had outlived its useful life and would be required to be done at the landlord's cost. Accordingly, the landlord's claim for the cost of paint is dismissed.

2. Cleaning and sanitizing carpets - \$210.00

3. Replace blinds - \$70.55

4. Cleaning - \$192.00

The landlord has filed adequate documents to support her monetary claim by way of photographs and invoices. I award the landlord her claim for items #2, 3 and 4.

5. Loss of income - \$676.80

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Based on the testimony of both parties, I accept the landlord's evidence in respect of the claim. In this case the tenant did not give the landlord adequate notice to end the tenancy, thereby causing the landlord to suffer a loss of income for a portion of the month of June 2019. Accordingly, I find that the landlord is entitled to **\$676.80**, which is the loss that she suffered.

6. Filing fee - \$100.00

The landlord has proven most of her claim and is entitled to the recovery of the filing fee.

Overall the landlord has established a claim as follows:

1.	Painting – labour and supplies	\$0.00
2.	Cleaning and sanitizing carpets	\$210.00
3.	Replace blinds	\$70.55
4.	Cleaning	\$192.00
5.	Loss of income	\$676.80
6.	Filing fee	\$100.00
	Total	\$1,249.35

The landlord has established a claim in the amount of \$1,249.35. I order that the landlord retain the security deposit of \$750.00 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 \$499.35. 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 of **\$499.35**.

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: September 24, 2019

Residential Tenancy Branch