



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **Introduction**

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

The landlord sent a copy of his application and the notice of hearing to the tenant by email on June 05, 2020. Under the order of the Director dated March 18, 2020, a document could be served by email for the duration of the state of emergency due to the Pandemic. This order was in effect at the time the landlord served the tenant with the notice of hearing package by email.

The tenant responded by filing evidence of her own and serving the landlord with her evidence package.

Despite having been served the notice of hearing and responding with the filing of her own evidence, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

The landlord made this application exactly two years to the day after the tenancy ended on May 31, 2018. The landlord stated that the tenant did not provide a forwarding address until she made a monetary claim against the landlord on May 21, 2020. The landlord stated that he responded with his own claim on May 31, 2020, even though initially he had no intentions of doing so and was prepared to bear his losses.

The tenant's monetary claim for 12,000.00 made in an application dated May 21, 2020, was heard on July 30, 2020 and in a decision dated the same day, the Arbitrator dismissed the tenant's claim without leave to reapply and allowed the landlord to retain the full security deposit.

### **Issues to be decided**

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

### **Background and Evidence**

The landlord testified that the tenancy started on March 01, 2013. The monthly rent at the end of tenancy was \$870.00 payable on the first of each month.

The landlord submitted that the tenancy ended on May 31, 2018 and the tenant left the rental unit in a dirty condition that required cleaning and painting. The walls were covered with a soot like substance and the bathroom fan was clogged with an oily substance that resembled Marijuana oil. The landlord testified that the carpets were dirty, and the rental unit floors were unswept and had items of little to no value strewn throughout the rental unit. The landlord filed photographs and invoices to support his monetary claim.

The landlord stated that it took him two weeks to get the unit ready to re rent. A new tenant was found for June 15, 2018.

The landlord is claiming the following:

1.	Painting	\$1,207.50
2.	Replace bathroom fan	\$161.27
3.	Carpet Cleaning	\$60.00
4.	General Cleaning	\$100.00
5.	Loss of income	\$435.00
6.	Filing fee	\$100.00
	Total	<b>\$2,063.77</b>

### **Analysis**

#### **1. Painting - \$1,207.50**

Section 37 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 painting. As per this policy, the useful life of interior painting is four years. The landlord testified that the rental unit was brand new in 2010 and was in good condition when the tenant moved in, in 2013.

Since the tenancy was 5 years in length and the landlord did not paint the unit during the tenancy, I find that by the end of the tenancy, the painting had outlived its useful life of 4 years. Accordingly, the landlord's claim for \$1,207.50 for painting is dismissed.

However, I also find that the walls were covered with soot which is supported by the photographs and the tenant's submission that she regularly lit candles inside the rental unit. The landlord also testified that the tenant smoked inside the unit and had disabled the smoke detectors.

Based on the above, I find that the landlord is entitled to recover his costs to restore the walls and rid them of soot and smoke damage, before they could be painted. I find it appropriate to award the landlord \$500.00 towards repair of soot and smoke damage to the walls.

2. Replace Bathroom fan - \$161.27

The landlord testified that the bathroom fan was covered in an oily substance and was in operational. I find that the tenant is responsible for the cost of replacing the fan.

3. Carpet cleaning - \$60.00

4. General cleaning - \$100.00

Based on the photographs filed into evidence by the landlord, I find that the unit including the carpet was left in a dirty condition. I award the landlord his claim for cleaning.

5. Loss of income - \$435.00

The landlord testified that at the end of tenancy, the unit was not in a condition that it could be re-rented, and it took the landlord two weeks before a new tenant could move in. The landlord is claiming the loss of income he suffered for these two weeks.

*Residential Tenancy Policy Guideline #3* addresses *Claims for Rent and Damages for Loss of Rent*. This policy states that:

Even where a tenancy has been ended by proper notice, if the premises are un-rentable due to damage caused by the tenant, the landlord is entitled to claim damages for loss of rent. The landlord is required to mitigate the loss by completing the repairs in a timely manner.

Based on the undisputed testimony of the landlord and *Residential Tenancy Policy Guideline #3*, I find that the landlord is entitled to his claim for loss of income in the amount of \$435.00

6. Filing fee - \$100.00

Since the landlord has proven his case, I grant him the recovery of the filing fee of \$100.00.

Overall, the landlord has established a claim as follows:

1.	Painting	\$500.00
2.	Replace bathroom fan	\$161.27
3.	Carpet Cleaning	\$60.00
4.	General Cleaning	\$100.00
5.	Loss of income	\$435.00
6.	Filing fee	\$100.00
	Total	<b>\$1,356.27</b>

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for \$1,356.27. 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 for the amount of **\$1,356.27**.

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: August 07, 2020

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Residential Tenancy Branch