



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with an application by the landlord pursuant to sections 67, 38, 72 of the *Residential Tenancy Act*. The landlord applied for a monetary order to recover unpaid rent, for the cost of cleaning, carpet replacement, repairs 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. The tenant was represented by an agent (referred to as tenant in this decision). 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*.

Issues to be decided

Is the landlord entitled to a monetary order to recover unpaid rent, for the cost of cleaning, carpet replacement, repairs and for the filing fee?

Background and Evidence

The background facts are generally undisputed. The tenancy started on July 01, 2019 and the monthly rent was \$3,750.00 due in advance on the first of each month. Prior to moving in the tenant paid a security deposit of \$1,875.00 which is currently held by the landlord. The rental unit consists of a suite on the second floor of a four storied, 30-year-old condo complex that houses a total of 16 condos.

The landlord testified that the rental unit was purchased by him and was completely renovated and staged with furniture in order to sell the unit. The landlord testified that at the time he listed the unit, the market was slow, and the unit did not sell. The landlord then rented the unit to this tenant who purchased the staging furniture from the landlord for his use. The landlord stated that everything in the unit was brand new at the start of tenancy.

The parties agreed that the tenant requested the landlord to reduce rent during the Pandemic and the tenant paid partial rent for the months of May and June 2020 in the total amount of \$6,000.00 with a balance of \$1,500.00 owing. The landlord stated that he agreed to defer rent of \$1,500.00 for the two months but the tenant argued that the landlord had forgiven the balance amount of \$1,500.00. Copies of communication between the parties was filed into evidence.

In an email dated April 08, 2020, the landlord informed the tenant that he will accept rent in the amount of \$3,000.00 for each of the months of May and June 2020 and the balance of \$1,500.00 may or may not be collected at the end of tenancy. In a second email dated June 25, 2020, the landlord reminded the tenant that he owed \$1,500.00 for unpaid rent.

The landlord stated that the tenant left the unit in a condition that required cleaning and filed photographs to support his testimony. The landlord stated that the photographs were taken on June 26, 2020 during the move out inspection. The photographs show that the unit was not cleaned prior to move out.

The tenant stated that he had hired professional cleaners and filed copies of two invoices to support his testimony. Both are dated June 12, 2020. One invoice is for general cleaning and carpet cleaning in the amount of \$640.00. A description of the general cleaning is listed on the invoice. The second invoice is for the same general cleaning (same description) and is for \$504.00. The tenant also filed a copy of an etransfer made to the cleaning company (date not shown) of \$500.00.

The landlord described the damage to the unit. He stated that the carpet was stained in multiple locations and had runs in two locations. The carpet in the bedroom had a bleach stain. The landlord attempted to shampoo the carpet but was unable to remove the stains. The photographs filed into evidence support the landlord's testimony.

The landlord also stated that there was hair clogging the sinks/drains and filed photographs of hair tightly wound around a sink stopper and a cluster of hair removed from the bathtub drainage. A corner of the bathroom sink was discoloured, and the black tile had white stains on it. There was damage to the countertop at the front entrance and a light fixture was chipped.

The agent for the tenant agreed that he had attended the move out inspection and had filled out the move out inspection report. He acknowledged that there was some damage to the rental unit but stated that it was due to it to normal wear and tear.

The landlord is claiming the following:

1.	Unpaid rent	\$1,500.00
2.	Cleaning	\$425.00
3.	Replace carpet	\$3,650.00
4.	Replace discoloured sinks	\$800.00
5.	Replace kitchen sink	\$450.00
6.	Replace chipped light	\$230.00
7.	Replace bathtub plug	\$30.00
8.	Filing fee	\$100.00
	Total	\$7,185.00

Analysis

Attempts to mediate a settlement between the parties were unsuccessful.

1. Unpaid rent for May and June 2020 - \$1,500.00

Based on copies of the communication between the two parties and the testimony of both parties, I find that the landlord agreed to defer rent in the amount of \$750.00 for each of the two months of May and June 2020. The landlord clearly informed the tenant on April 08, 2020 that the deferred amount could be collected at the end of tenancy. A note dated June 25, 2020 reminded the tenant that he owed \$1,500.00 in unpaid rent.

I do not accept the tenant's testimony that the deferred rent was forgiven and therefore I find that the landlord is entitled to his claim for unpaid rent in the amount of \$1,500.00.

2. Cleaning - \$425.00

Based on the photographs filed into evidence, I find that the tenant left the unit in an unclean condition. The photographs show dust and dirt on the base boards, the laundry machines were filled with lint, the bathtub and toilet were not cleaned and there was considerable dust and dirt in the master bedroom closet.

The tenant filed invoices in the total amount of \$1,104.00 for professional cleaning. Both invoices show that cleaning was done on June 12, 2020.

The identical general cleaning was charged on both invoices. Apart from the invoices being questionable, I find that the photographs indicate that the unit was not cleaned at all. Therefore, I find that the landlord has proven his claim for the cost of cleaning. I award the landlord \$425.00 for cleaning.

3. Replace carpet - \$3650.00

The landlord filed photographs of the stains, bleach spot and ripped areas of the carpet and stated that despite his efforts it was impossible to remove the stains or mend the rips. The landlord stated that the only solution was to replace the carpet which he has not yet done because he was waiting for the outcome of this hearing.

Based on the photographs filed into evidence I accept the landlord's testimony regarding the condition of the carpet at the end of tenancy.

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 carpet. As per this policy, the useful life of carpet is ten years. The landlord renovated the rental unit just prior to the start of tenancy and therefore by the end of the tenancy of one year, the carpet had nine years of useful life left. Accordingly, I find that the landlord is entitled to \$3,285.00 which is the prorated value of the remainder of the useful life of the carpet.

4. Replace discoloured sinks - \$800.00

5. Replace kitchen sink - \$450.00

The landlord filed photographs of the damage and stated that the sinks were brand new at the start of tenancy. The sinks are functional, and the damage is cosmetic. I find that this damage does not affect the functionality of the sinks as the landlord has rerented the unit without replacing the sinks. However, the damage has reduced the value of the sinks and I will award the landlord an arbitrary amount towards this loss of value.

Residential Tenancy Policy Guideline #16 states that an arbitrator may award "nominal damages" which are a minimal award. These damages may be awarded where there has been no significant loss, but they are an affirmation that there has been an infraction of a legal right. Accordingly, I award the landlord a nominal award of \$500.00 towards the loss of value of the sinks.

6. Replace chipped light - \$230.00

The landlord stated that he has replaced the light at a cost of \$170.00. I award the landlord this amount.

7. Replace bathtub plug - \$30.00

Based on the photographs and the landlord's testimony, I find that there was a considerable amount of hair that went down the drains.

The landlord filed a photograph showing the amount of hair that was removed from the bathtub and the broken plug. The landlord is entitled to his claim.

8. Filing fee - \$100.00

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

The landlord has established an entitlement as follows:

1.	Unpaid rent	\$1,500.00
2.	Cleaning	\$425.00
3.	Replace carpet	\$3,285.00
4.	Replace discoloured sinks	\$500.00
5.	Replace kitchen sink	\$0.00
6.	Replace chipped light	\$170.00
7.	Replace bathtub plug	\$30.00
8.	Filing fee	\$100.00
	Total	\$6,010.00

Overall, the landlord has established a claim of \$6,010.00. I order that the landlord retain the security deposit of \$1,875.00 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 \$4,135.00. 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 **\$4,135.00**.

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: October 20, 2020

Residential Tenancy Branch