



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNRL, MNDCL, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "**Act**") for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$9,500 pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing. The tenant did not.

The landlord obtained an order for substituted service via email on July 28, 2022. She emailed the notice of dispute resolution package and supporting documentary evidence to the tenant at the permitted email address on August 2. She also served the tenant with additional documentary evidence to October 21 and February 26, 2023. I find that these documents have been sufficiently served with the required documents in accordance with the Act, and that the tenant had notice of this hearing.

Issues to be Decided

Is the landlord entitled to:

- 1) a monetary order for \$9,500; and
- 2) recover the filing fee?

Evidence and Analysis

While I have considered the documentary evidence and the testimony of the landlord, not all details of her submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

The parties entered into a written, fixed term tenancy agreement starting March 1, 2022 and ending February 29, 2023. Monthly rent was \$1,900 and is payable on the first of each month. The tenant paid the landlord a security deposit of \$950, which the landlord continues to hold in trust for the tenant.

1. Landlord's claim for unpaid rent and loss of income

The landlord testified that the tenant did not pay any rent for the months of April, May, or June 2022. On July 4, the tenant emailed the landlord and advised her that she moved out some weeks before, in June. As of the date of the hearing, she did not provide the landlord with a forwarding address.

The landlord was able to re-rent the rental unit to a new tenant for August 1, 2022.

The landlord applied to recover April, May, and June 2022 rent, totaling \$5,700, as well as an additional \$1,900 representing the loss of income she suffered in July as a result of the tenant moving out of the rental unit in breach of the fixed term tenancy agreement.

Section 26 of the Act requires a tenant to pay rent when it is due. I accept the landlord's testimony that the tenant did not pay any rent for April, May, and June. I order the tenant to pay the landlord \$5,700 in unpaid rent.

Additionally, as the tenancy was for a two-year fixed term, I find that the earliest the tenant could have moved out of the rental unit was February 29, 2024. The tenant breached the tenancy agreement by moving out in June 2022. This breach caused the landlord to be unable to generate income from the rental unit during July 2022. The landlord acted reasonably to minimize her loss by re-renting the rental unit for August 1. I order the tenant to pay the landlord \$1,900 for causing the landlord to be unable to collect rent from the rental unit in July.

2. Landlord's claim for costs associated with damage to rental unit

The landlord testified that she offered the tenant two opportunities to conduct a move-out inspection. The tenant did not respond to either offer. The landlord conducted a move-out inspection on her own.

a. Carpets

Prior to the start of the tenancy, the landlord installed new carpets in the rental unit. When conducting the walkthrough, the landlord discovered that the carpets were stained in areas from dog excrement or makeup. She hired a carpet cleaning company to professionally clean the carpet at a cost of \$266.70. She submitted an invoice supporting this amount, which also indicated that most of the stains were removed and confirmed the source of the stains. She also provided a receipt showing the payment of this invoice plus a gratuity of \$40.00.

Section 37 of the Act requires tenants to leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. I find that by causing or allowing the carpet to be stained as indicated above, and then not cleaning the carpets herself, the

tenant has breached this section of the act. Makeup and fecal stains are not “reasonable wear and tear”. I ordered the tenant to reimburse the landlord the cleaning cost. I do not find it appropriate to order that the tenant pay the gratuity cost.

b. Cleaning

The landlord testified that the tenant did not clean the rental unit at all prior to leaving. The move out condition inspection report indicated that the kitchen, living room, bathroom and the floor in the den all required cleaning. She hired a cleaning company to clean the rental unit at a cost of \$336, including GST. She submitted an invoice supporting this amount. She testified that two cleaners cleaned the rental unit for four hours at a combined rate of \$80 per hour.

I accept the landlord’s testimony, supported by the move-out condition inspection report, that the rental unit was not reasonably clean at the end of the tenancy. As such, I find that the tenant breached section 37 of the Act and must reimburse the landlord the cost of the cleaners.

c. TV wall mount

The landlord testified that the TV wall mount was attached to the wall at the start of the tenancy, but when she did the walkthrough she discovered that it had been removed. To demonstrate that the wall mount was installed, the landlord provided a photo taken during the move-out inspection, showing a small rectangular patch of the wall that had different colour paint. She stated that she painted the wall prior to the tenancy starting and painted around the wall mount.

She purchased a replacement wall mount and hardware necessary for installing it for \$255.03. She provided a receipt confirming this. She testified that the model of wall mount purchased was less expensive than the one the tenant removed.

I accept the landlord’s testimony that a wall mount was installed in the rental unit at the start of the tenancy and that was not there at the end. I conclude that the tenant removed it or allowed it to be removed. As such, I order that the tenant pay the landlord the cost of replacing it, as well as the cost of the hardware necessary to do so.

d. Landlord’s labour

The landlord testified that she spent roughly 4.5 hours installing the new wall mount, removing papers and garbage the tenant left in the rental unit, and cleaning the exterior patio. She testified that the tenant allowed her dog to defecate on the patio, and that there was substantial pile of feces that she had to remove.

The tenant breached section 37 of the Act by leaving garbage and feces in the rental unit at the end of the tenancy. Similarly, she breached the Act when she removed the

landlord's wall mount. Accordingly, the landlord is entitled to recover reasonable expenses.

The landlord claims \$157.50, representing 4.5 hours work at a rate of \$35 per hour. I find that this is a reasonable rate and a reasonable amount of time spent to accomplish these tasks. I order the tenant to pay the landlord this amount.

The landlord has been entirely successful in her application. I order that the tenant reimburse for the \$100 filing fee for this application.

The landlord may retain the security deposit in partial satisfaction of the monetary orders made above.

Conclusion

I grant the landlord's application.

I order the tenant to pay the landlord \$7,765.23, representing the following:

| Description | Total |
|-------------------------------------|-------------------|
| Arrears (April, May, and June 2022) | \$5,700.00 |
| Loss of rent (July 2022) | \$1,900.00 |
| Carpet cleaning | \$266.70 |
| Cleaners | \$336.00 |
| Wall mount | \$255.03 |
| Landlord's labour | \$157.50 |
| Filing fee | \$100.00 |
| Security deposit credit | -\$950.00 |
| | \$7,765.23 |

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: March 31, 2023

Residential Tenancy Branch