



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **DECISION AND REASONS**

**Dispute Codes:** *MNDC, MND, MNSD, 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 and to recover the costs of repair to the rental unit and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Has the landlord established a claim for loss of income and costs incurred to repair the rental unit and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy started on April 01, 2006 and ended on April 01, 2009. The rent was \$1230.00 due in advance on the first day of each month. The tenant paid a security deposit in the amount of \$600.00. The rental unit is located in a two level duplex and is approximately 30 years old. The landlord purchased the unit five years ago.

The landlord stated that he visited the rental unit in February to inspect it as he had intentions of listing the unit for sale. He found the unit in a poor condition and spoke with the tenant about cleaning up the unit. The landlord stated that he visited every month to assist the tenant with the repair and clean up.

The tenant gave adequate notice and moved out some time prior to March 30, 2009. During the last month of tenancy, the tenant did not give the landlord access to the rental unit. On March 30, 2009 the landlord found a handwritten note from the tenant regarding the whereabouts of the key and that he would return to remove the camper that was parked on the property.

The landlord found the unit in a condition that required repair and clean up and was not fit to rent. The landlord carried out repairs and re-rented the unit on May 15, 2009. The landlord filed photographs and invoices for the costs that he incurred to repair the unit. He is claiming these costs, the loss of income for a month and a half and the filing fee.

The landlord is claiming the following:

1.	Underlay, laminate, door fix and paint	\$467.67
2.	Laminate	\$1,428.00
3.	Carpet for stairs	\$189.85
4.	Carpet installation for stairs	\$157.50
5.	Floor installation	\$2,488.50
6.	Paint	\$61.33
7.	Painting Labour	\$1,949.27
8.	Painting Labour	\$2,632.42
9.	Exterior stucco (estimate)	\$400.00
10.	Ceiling paint (estimate)	\$400.00
11.	Replace refrigerator (estimate)	\$250.00
12.	Replace washer/dryer (estimate)	\$425.00
13.	Replace chandelier tops (estimate)	\$200.00
14.	Replace blinds (estimate)	\$200.00
15.	Patio screen (estimate)	\$125.00
16.	Replace three missing screens (estimate)	\$105.00
17.	Repair upper deck (estimate)	\$400.00
18.	Yard clean up (estimate)	\$150.00
19.	Inside cleaning	\$200.00
20.	Loss of income for April and half of May 2009	\$1,845.00
21.	Filing fee	\$100.00
	<b>Total</b>	<b>\$14,189.54</b>

The tenant testified that the washer and dryer did not work and the landlord had asked him to dispose of them. The tenant used his own appliances. The tenant also stated that he purchased new blinds and left them in the house along with the receipt.

The tenant stated that the window screens were removed as they did not fit and kept falling out. They were left inside the house. The tenant agreed that he was responsible for the replacement of the patio door screen. The tenant argued that he had cleaned up the yard and the inside of the home and disputed the landlord's claim for costs of cleaning. He also stated that the chandelier covers for the bulbs broke while his child was trying to replace a bulb.

### **Analysis**

I will assess the landlord's claim keeping in mind the useful life of the items that the landlord has replaced, in a home that is approximately 30 years old.

Items #1 to #5 are claims that are related to replacing the carpet with laminate for a total of \$4731.52. *Residential Tenancy Policy Guideline #37* states that the useful life of a carpet is approximately ten years. The landlord has owned the unit for five years and has not changed the flooring during this time. He also agreed that the flooring was not new when he purchased the home but was in good condition at the start of the tenancy. I find on a balance of probabilities that the carpet had lived out its useful life. However, the landlord has filed photographs to show damage to the flooring and invoices for the replacement of the flooring. Therefore, I find that I can award the landlord a portion of his costs to replace the flooring in the amount of \$473.00.

Items #6 to #10 are claims that are related to painting the inside of the rental unit including the ceilings and exterior stucco. These items total \$5443.02. The landlord has filed invoices and two estimates for these items.

*Residential Tenancy Policy Guideline #37*, states that an interior finish such as painting has an approximate useful life of four years. The landlord has not painted the rental unit since he bought the home five years ago and accordingly the unit would require painting at the time the tenancy ended. However, the walls were damaged with pellets and the tenant agreed that his son was using a pellet gun inside the unit. Therefore, I will award the landlord a portion of his claim in the amount of \$544.00

The landlord has filed estimates to support his claim for a refrigerator and washer/dryer. The refrigerator was approximately 15 years old and the washer/dryer were inoperative. The estimated useful life of a refrigerator is 15 years and therefore I find that the landlord is not entitled to his claim to replace these appliances. Accordingly, the landlords claim for a total of \$675.00 for appliances is dismissed.

The landlord has filed an estimate to replace the broken tops of the chandeliers in the amount of \$200.00. I find that the landlord had ample time to provide an invoice to support his claim of \$200.00 and did not. Therefore, this portion of his claim is dismissed.

Both parties were in agreement that the tenant had purchased new blinds and left them in the home along with an invoice. Therefore the landlord's claim for \$200.00 to replace blinds is dismissed.

The tenant agreed to replace the patio door screen and the landlord has filed an estimate for \$125.00 for this screen. The tenant stated that the other screens that the landlord is claiming for were left inside the suite. Therefore, I will award the landlord \$125.00 towards replacement of the patio screen and dismiss his claim in the amount of \$105.00 to replace the other screens.

The landlord is claiming an estimated \$400.00 to repair the upper deck. However, he has not carried out this repair and therefore his claim for \$400.00 is dismissed. The landlord is also claiming \$350.00 for yard and interior clean up. The landlord has not provided any invoice to support this claim and the tenant stated that he had cleaned up prior to moving out. Accordingly, I dismiss the landlord's claim for cleaning in the amount of \$350.00.

The landlord is claiming a loss of income for the period of April01 to May15, 2009. Section 7 of the *Residential Tenancy Act*, states that a claimant for damage or loss that results from the other's non-compliance with the *Act*, the regulations or the tenancy agreement must do whatever is reasonable to minimize the loss.

The landlord has not filed any evidence to support that he made efforts to minimize his loss by advertising for a tenant. However, he did conduct repairs during the month of April and therefore, I award the landlord \$1,230.00 for his loss of income for this month.

Overall, the landlord has established a claim of \$2,372.00. The landlord has proven his case and is entitled to the recovery of the filing fee. However, since the landlord has established a claim for under \$5,000.00, I award the landlord \$50.00 for the filing fee.

I order that the landlord retain the security deposit of 600.00 and interest of \$20.64 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 \$1801.36. 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 **\$1801.36**.

Dated August 05, 2009.

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Dispute Resolution Officer