



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: OPR, MNR, MND, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and a monetary order for rent, cost of repairs and the filing fee.

The notice of hearing was served on the tenant by registered mail. The landlord filed a tracking number. 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

Since the tenant had moved out on September 11, 2010, the landlord withdrew her application for an order of possession. Therefore, this hearing only dealt with the landlord's monetary claim for rent, cost of repairs and cleaning and the filing fee.

Issues to be decided

Is the landlord entitled to a monetary order to recover rent, cost of repairs and the filing fee?

Background and Evidence

The landlord testified that the tenancy started on March 01, 2010. The monthly rent was \$1,050.00 payable in advance on the first of each month. Prior to moving in the tenant paid a security deposit in the amount of \$525.00. The tenant failed to pay rent for September and on September 02, 2010, she informed the landlord that she would be moving out on September 11 and advised her to keep the security deposit as rent for the first half of September.

The tenant moved out without paying rent and without cleaning the rental unit. The landlord visited the unit on September 11 and found the doors open and the keys left on the kitchen counter. The landlord also found damage to the closet and cabinet doors, stains and burns on the carpet and garbage left behind by the tenant. In addition the landlord found items like a fan, fire extinguisher; smoke detector etc. missing from the unit. The landlord contacted the police who visited the tenant in her new rental unit and advised the landlord to expect a call from the tenant. When the landlord did not hear back from the tenant, she boxed the tenant's belongings and started repairs and cleaning the rental unit.

The unit was ready to be rented in early October and the landlord advertised the vacancy in the local newspaper and by posting a sign on the street. A tenant was found for November 2010. The landlord has filed photographs of the damage, receipts for costs incurred to fix the damage and clean the rental unit. The landlord is claiming the following:

1.	Rent for September 2010	\$1,050.00
2.	Loss of income for October 2010	\$1,050.00
3.	Replace carpet with laminate	\$225.13
4.	Floor registers	\$32.21
5.	Smoke alarm and fire extinguisher	\$45.11
6.	Cleaning supplies	\$13.10
7.	Construction adhesive	\$5.59
8.	Deadbolt	\$55.93
9.	Dumping fees	\$9.75
10.	Advertising	\$36.64
11.	Paint	\$75.00
12.	Ceiling fan	\$111.98
13.	Closet door (mirror)	\$193.74
14.	Cleaning hours 27.25 @\$20.00/hr	\$545.00
	Total	\$3,449.18

Analysis

In the absence of evidence to the contrary, I find that the tenant owes \$1,050.00 for rent for September. The tenant ended the tenancy without providing the landlord with adequate notice and also left the unit in a condition that needed repair and cleaning. The landlord mitigated his losses by advertising the availability of the unit but was unsuccessful in finding a tenant for October 2010 thereby suffering a loss of income for October. I find that the tenant is liable for this loss and must pay \$1,050.00 to the landlord for October.

I further find that the tenant has established a claim for all the above items except for items 3, 8 and 10.

3. Replace carpet with laminate \$225.13

The landlord stated that the carpet was approximately ten years old. Section 37 of the *Residential Tenancy Policy Guideline* speaks to 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 a carpet is ten years. Therefore, by the end of the tenancy, the carpet had outlived its useful life and would have required to be replaced by the landlord in any event. Accordingly, the landlord's claim for \$225.13 is dismissed.

The landlord has also claimed an estimated amount of \$350.00 to replace the carpet in the second bedroom. For the above reasons this claim is also dismissed.

8. Deadbolt \$55.93

The tenant returned the keys to the landlord by leaving them on the kitchen counter. Therefore the landlord must bear the cost of replacing the deadbolt and accordingly the landlord's claim of \$55.93 is dismissed.

10. Advertising \$36.64

The landlord must also bear the cost of advertising as it is the cost of doing business as a landlord. Therefore the landlord's claim of \$36.64 is dismissed.

The landlord has proven her case and is therefore also entitled to the recovery of the filing fee in the amount of \$50.00.

The landlord has established a total claim of \$3,131.48 plus \$50.00 for the filing fee. I order that the landlord retain the security deposit of \$525.00 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 \$2,656.48. 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 **\$2,656.48**.

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: November 08, 2010.

Dispute Resolution Officer