



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

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

### **Introduction**

This application was brought by the landlord on January 14, 2011 seeking a Monetary Order for unpaid rent/loss of rent, damage to the rental unit and recovery of the filing fee for this proceeding.

### **Issues to be Decided**

This matter requires a decision on whether the landlord is entitled to monetary compensation for the damages claimed, taking into account whether they are proven, attributable to the tenant, reasonable and proven as to amounts claimed and whether the landlord acted reasonably to minimize the losses.

### **Background, Evidence and Analysis**

This tenancy began on August 28, 2010 and ended on or about November 30, 2010. Rent was \$1,300 per month and there were no security or pet damage deposits.

As a matter of note, the parties did not conduct move-in or move-out condition inspection reports as required under sections 23 and 35 of the *Act* respectively. While there were no deposits that would be impacted by the absence of the reports, the parties are placed at a disadvantage in not having comparable documentary evidence of the condition of the rental unit at the beginning and end of the tenancy.

In an additional departure from the requirements of the *Act*, the parties concur that the tenant did not provide his notice to end tenancy in writing as required by sections 45 and 52 of the *Act*.

Also, there is some uncertainty as to whether the tenant had unauthorized pets. The rental agreement shows that the security deposit was waived and the pet damage deposit is annotated with "N/A" and the landlord says he wasn't aware of pets.

The tenant stated that he had advised the landlord during his viewing of the property and that the landlord stated there had been pets in the rental unit previously.

During the hearing, the landlord articulated the following claims supported by receipts and photographic evidence on which, taking into account the tenant's response and witness testimony, I find as follows:

**December 2010 unpaid rent/loss of rent - \$1,300.** As noted, the parties concur that the tenant did not provide written notice as required under section 45 and 52 of the *Act*. The landlord believes the telephone notice was given on November 14, 2010 and the tenant recalled that it was some time after he had confirmed his purchase of a new home in October. In the absence of one-month written notice given on a day before rent is due, I find that the tenant is responsible for the rent for December 2010. This claim is allowed in full.

**January 2011 loss of rent - \$1,300.** As the landlord acknowledges that he was aware in mid November that the tenant was vacating at the end November, the landlord is in the same position with respect to January 2011 rent as he would have been if the tenant had given proper written notice. In addition, the landlord submits that finding a new tenant was delayed by the condition in which the rental unit was left. However, I have no evidence that the landlord began to advertise immediately or that he acted on remediation with sufficient haste to reasonably minimize his losses as required under section 7 of the *Act*. Therefore, the claim for loss of rent for January is dismissed.

**Carpet cleaning on December 13, 2010 - \$335.** The tenant agreed to this after returning at the landlord's invitation to consider what the landlord thought to be pet urine odours and what the tenant thought to be pre-existing mold odours. The tenant said he agreed to accept this claim in an effort to maintain amicable relations with the landlord even though he had already spent \$134.40 for professional carpet cleaning on November 29, 2010. As agreed by the tenant, this claim is allowed in full.

**Carpet cleaning on January 4, 2011.- \$668.08.** The landlord stated that after the December 13, 2010 carpet cleaning, an odour of urine remained. He called back the service provider who removed a section of the carpet and underlay, repainted the sub floor and patched the area. A witnesses for the tenant stated that stains and odours were pre-existing at the beginning of the tenancy. In the absence of move-in and move-out condition inspection reports for comparison, I find that the landlord has not met the burden of proof to support this claim. It is dismissed.

**Replace laundry room carpet - \$300.38.** The landlord makes claim that because of the over flowing cat litter box in the adjoining tiled bathroom, he had to replace the rubber backed carpet in the laundry room. He did the work himself and the claim is for materials only. As the landlord stated that the carpet was about 15 years old, and given that standard depreciation tables place the useful life of standard carpeting at 10 years, I find that the laundry room carpet was fully depreciated and the landlord cannot be compensated for its replacement. This claim is dismissed.

**Filing fee - \$50.** Having found substantial merit in the application, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenant.

Thus, I find that the tenant owes to the landlords an amount calculated as follows:

December rent/loss of rent	\$1,300.00
Carpet cleaning of December 13, 2010	335.00
Filing fee	50.00
<b>TOTAL remaining owed by tenants to landlord</b>	<b>\$1,685.00</b>

## **Conclusion**

The landlord's copy of this decision is accompanied by a Monetary Order for **\$1,685.00**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

April 27, 2011