Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with cross applications by the landlord and tenant. The application by the landlord is for a monetary order for damage to the unit, a monetary order for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee. The application by the tenant is for money owed or compensation due to damage or loss, return of the security deposit and recovery of the filing fee.

The landlord participated in the conference call hearing but the tenant did not. The tenant's application was scheduled to be heard as a cross application to the landlord's claim and scheduled for the same date and time therefore the tenant was well informed as to when the hearing was to take place.

I found that the tenant had full knowledge of the date and time of the hearing and the hearing proceeded in their absence.

Issue(s) to be Decided

Is either party entitled to any of the above under the Act.

Background and Evidence

This tenancy began August 4, 2010 with monthly rent of $600.00 and the tenant paid a security deposit of $300.00.

On November 4, 2010 and December 1, 2010 the landlord wrote a letter to the tenant stating that the landlord was giving the tenant 2 months notice to the end tenancy for landlord's use of property. The tenant vacated the rental May 1, 2011.

The landlord testified that they had given the tenant 2 months notice to vacate to allow a family member of the landlord's to occupy the rental unit. The landlord stated that after the tenant vacated she had called the tenant's girl friend twice to come by the rental unit

and conduct a move out inspection but that the girlfriend simply told the landlord to keep the security deposit and that they would not be coming back.

The landlord stated that after the tenant vacated the rental unit she discovered that his cats had been eliminating themselves all over the carpet. The landlord stated that the carpet which was approximately 8 years old had to be removed from the rental unit as they could not get the stains and smell out.

The landlord stated that the tenant had damaged 2 door knobs, there were scrapes on the door frames and a hydro bill was left unpaid. The landlord stated that the tenant had also left his van on the property for 4 days and the landlord was seeking storage fees for the van.

The landlord stated that the tenant has not returned his keys and has been coming back to the property and going through the landlord's mailbox. The landlord stated that she had reported this concern to the police who are the appropriate party to address this matter.

The landlord in this application is seeking $1397.09 compensation for the following:

4 days for storing tenants van on property	$120.00
Carpet replacement	$700.00
Door knob replacement	$50.37
Door knob	$40.00
Home depot	$96.58
Baking soda	$5.00
BC Hydro	$85.14
1 day of missed work	$150.00
Total Claim	**$1247.09**

Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order cleaning costs, unpaid utilities and damage to the rental unit.

I have accepted, from the photographic evidence submitted as evidence that some cleaning was required and that there was damage to the rental unit after the tenant had vacated.

The landlord at this time has removed but not replaced the 8 year old carpet. *Residential Tenancy Policy Guideline 37 Rent Increases* speaks to the *'Useful Life of Work Done or Thing Purchased'* and notes the life of a carpet to be 10 years. As the

carpet in question was 8 years old the landlord will be entitled to a pro-rated amount of $140.00 for replacement of the carpet.

The landlord is not entitled to their claim for lost wages as addressing issues with a tenancy are a cost of doing business as a landlord. I also find that the landlord is not entitled to storage fees for the tenants van being on the property for 4 days as the tenant was never advised that he would be charged storage fees for the van. These portions of the landlord's application are dismissed without leave to reapply.

The landlord submitted receipts for photo finishing and courier delivery charges which were not included in this claim. As these expenses were associated with the costs to bring litigation forward, the landlord per section 72 of the *Act* would not have been entitled to compensation for these amounts.

4 days for storing tenants van on property	$0.00
Carpet replacement	$140.00
Door knob replacement	$50.37
Door knob	$40.00
Home depot (carpet cleaning)	$96.58
Baking soda	$5.00
BC Hydro	$85.14
1 day of missed work	$0.00
Total Claim	**$417.09**

I find, pursuant to section 67 of the *Act,* that the landlord is entitled to a monetary order for $417.09.

As the landlord has been successful in their application the landlord is entitled to recovery of the $50.00 filing fee.

As the tenant did not participate in the hearing the tenant's application is dismissed in its entirety without leave to reapply.

Conclusion

I find that the landlord has established a monetary claim for $417.09 in damages, cleaning costs and unpaid utilities. The landlord is also entitled to recovery of the $50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's $300.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **$167.09**.

If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.

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: September 21, 2011.

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Residential Tenancy Branch