Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for damage and to recover the fee for filing this Application for Dispute Resolution. It is apparent from the list of financial claims provided with the Application for Dispute Resolution that the Landlord is also seeking compensation for unpaid rent and loss of revenue, and the Application for Dispute Resolution was amended accordingly.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

The Landlord stated that two copies of the Application for Dispute Resolution and the Notice of Hearing were mailed to the rental unit in an envelope address to the Tenant with the initials "L.L." on May 23, 2012. The Landlord stated that one copy was intended for the Tenant with the initials "L.L." and one was intended for the Tenant with the initials "F.A.".

The Tenant with the Tenant with the initials "L.L.", who was in attendance at the hearing, stated that she received the aforementioned package and that she elected not to provide the Tenant with the initials "F.A.", who is her thirteen year old daughter, with a copy of the Application for Dispute Resolution and Notice of Hearing. I find that the Tenant with the initials "L.L." has been served with the Application for Dispute Resolution and Notice of Hearing in accordance with section 89 of the *Residential Tenancy Act (Act).*

The purpose of serving the Application for Dispute Resolution and the Notice of Hearing to a tenant is to notify them that a dispute resolution proceeding has been initiated and to give them the opportunity to respond to the claims being made by the landlord. When a landlord files an Application for Dispute Resolution in which the landlord has applied for a monetary Order, the landlord has the burden of proving that each tenant was served with the Application for Dispute Resolution and Notice of Hearing in compliance with section 89(1) of the *Act.*

Section 89(1) of the *Act* stipulates, in part, that a landlord must serve a tenant with an Application for Dispute Resolution in one of the following ways:

(a) by leaving a copy with the person;

(c) by sending a copy by registered mail to the address at which the person resides;

(d) by sending a copy by registered mail to a forwarding address provided by the tenant; or

(e) as ordered by the director under section 71 (1) *[director's orders: delivery and service of documents]*.

The Landlord submitted no evidence to show that the Tenant with the initials "F.A." was personally served with the Application for Dispute Resolution or Notice of Hearing and I therefore find that she was not served in accordance with section 89(1)(a) of the *Act*.

The Landlord submitted no evidence to show that the Application for Dispute Resolution was mailed to the Tenant with the initials "F.A." and I cannot, therefore, conclude that she was served in accordance with section 89(1)(c) or 89(1)(d) of the *Act*. In reaching this conclusion I was heavily influenced by the undisputed testimony that a package addressed to the Tenant with the initials "L.L." was mailed but a package addressed to the Tenant with the initials "F.A." was not mailed. I specifically note that there is nothing in the *Act* that requires one tenant to serve another tenant with the Application for Dispute Resolution provided by a landlord.

There is no evidence that the director authorized the Landlord to serve the Application for Dispute Resolution to the Tenant with the initials "F.A." in an alternate manner, therefore I find that she was not served in accordance with section 89(1)(e) of the *Act*.

The Landlord submitted no evidence to cause me to conclude that the Tenant with the initials "F.A." received the Application for Dispute Resolution, therefore I cannot conclude that the Application has been sufficiently served to the Tenant with the initials "F.A.", pursuant to sections 71(2)(b) or 71(2)(c) of the *Act*.

The Landlord was advised that the Tenant with the initials "F.A." had not been served with the Application for Dispute Resolution and the Notice of Hearing and that the claim for a monetary Order naming the Tenant with the initials "F.A." was being dismissed.

The Landlord and the Tenant agree that the Landlord included a list of alleged damages, which total $5,725.43, with the documents mailed to the Tenant on May 23, 2012.

On July 23, 2012 the Landlord submitted documents to the Residential Tenancy Branch. The Landlord stated that she mailed copies of these documents to the Tenant on July 17, 2012. The Tenant acknowledged receipt of the Landlord's evidence and it was accepted as evidence for these proceedings.

The Landlord and the Tenant agree that the Landlord included a list of alleged damages, which total $5,823.29, with the documents mailed to the Tenant on July 17, 2012. As the Landlord has not amended her Application for Dispute Resolution to indicate that she has increased the amount of her monetary claim, I find that Landlord has not properly amended the amount of her claim. I find including an amended list of alleged damages in a package of evidence is not sufficient notice of the Landlord's intent to increase the amount of the original claim and I therefore find that the Landlord's claims are limited to the damages claimed on the original list of alleged damages, which total $5,725.43.

The Tenant submitted no evidence for these proceedings.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for damage to the rental unit and unpaid rent/loss of revenue, and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Landlord and the Tenant agree that the Tenant was residing in the rental unit prior to the Landlord purchasing the property in January of 2008.

The Landlord and the Tenant agree that the Tenant signed a tenancy agreement when she moved into the rental unit, a copy of which was submitted in evidence by the Landlord. This tenancy agreement indicates that the tenancy began on October 01, 2007; that the Tenant paid a security deposit of $410.00 on September 21, 2007; that the Tenant was obligated to pay monthly rent of $810.00; that the Tenant was not obligated to pay parking fees; and that rent was due by the first day of each month.

The Landlord stated that she did not receive the Tenant's security deposit when she purchased the property.

The Landlord originally stated that a second tenancy agreement was signed when she purchased the rental unit but upon viewing her documents she stated that the Tenant had only completed a new application to rent. The Tenant stated that she thinks she signed something after the Landlord purchased the building, which could have been a tenancy agreement or an application to rent.

The Tenant stated that she telephoned the Landlord six times and that she sent three emails to the Landlord in an attempt to end the tenancy, but the Landlord did not respond to any of those communications. She was unable to state when she emailed the Landlord.

The Landlord stated that she received one email from the Tenant, dated March 24, 2012, in which the Tenant stated that she would be vacating the rental unit on March 31, 2012. A copy of this email was submitted in evidence.

The Landlord and the Tenant agree that the Tenant vacated the rental unit on March 24, 2012.

The Landlord is seeking compensation for unpaid rent/loss of revenue for April in the amount of $920.00 in rent and $20.00 in parking due to the fact that she did not receive proper written notice that the tenancy would end on March 31, 2012.

The Tenant stated that parking was included in her rent and she was not required to pay an additional $20.00 for parking and that she was required to pay monthly rent of $920.00 during the latter portion of the tenancy. The Landlord stated that the Tenant was obligated to pay $20.00 for parking in addition to the $920.00 monthly rent. The Landlord submitted no documentary evidence to show that the Tenant was obligated to pay $20.00 for parking.

The Landlord and the Tenant agree that some personal property was left in the rental unit at the end of the tenancy. The Landlord provided a receipt to show that she paid $140.00 for discarding this property. The Tenant agrees the Landlord is entitled to $140.00 for discarding her personal property left in the rental unit.

The Landlord and the Tenant agree that the carpet required cleaning at the end of the tenancy. The Landlord provided a receipt to show that she paid $430.08 to clean the carpet in the rental unit. The Tenant stated that she has previously told the Landlord she could keep the security deposit as compensation for cleaning the carpet; that she agrees the Landlord is entitled to the claim for cleaning the carpet; and that she still agrees the Landlord can keep her security deposit as compensation for cleaning the carpet.

The Landlord is seeking a $460.00 pet damage deposit. The Landlord stated the Tenant did not tell her they had a pet and that she was not permitted to have a pet in the rental unit.

The Landlord is seeking compensation, in the amount of $150.00, for repairing the switch in the kitchen. The Tenant stated that the switch stopped working during the tenancy; that she does not know why the switch stopped working; and that she reported the problem to the Landlord. The Landlord stated that she has never heard of a switch breaking; that she believes the Tenant must have “hit the switch or something”; that she had an electrician inspect the switch and she cannot recall what he told her about the switch.

The Landlord is seeking compensation, in the amount of $280.00, for painting the living room and dining room. The Landlord stated that there were red stains left on these walls that could not be cleaned. The Tenant stated that she is not aware of red stains

on the wall. The Landlord stated that she did not submit a photograph that shows the primary stain on the wall but that a small example of the stain can be seen in photograph #3.

The Landlord is seeking compensation for replacing a screen door. The Landlord stated that there was a screen door for the balcony provided with the rental unit and the screen door was missing at the end of the tenancy. The Tenant stated that the screen door had been removed from the door for the majority of her tenancy and was being stored on her balcony. She stated that the screen door was moved by persons who were repairing the exterior of the residential complex on behalf of the strata corporation.

The Landlord is seeking compensation for repairing a hole in a wall in the bathroom. The Landlord stated that there was a hole in the bathroom wall. She submitted a photograph of the hole in the wall. The Tenant stated that the wall was not damaged at the end of the tenancy and that she would have repaired the hole if she had damaged the wall.

The Landlord submitted a receipt to show that she paid a “handyman” $160.00 to repair the bathroom wall and to install the screen door. The receipt does not stipulate how much time was spent repairing the wall and how much time was spent installing the screen door. The Landlord submitted a receipt to show that she paid $21.97 plus tax ($2.63) for paint, which she stated was used to repaint this wall.

The Landlord is seeking compensation for replacing the grout in the tile surrounding the bathtub. The Landlord stated that the grout was not cleaned properly at the end of the tenancy and that she had to replace the grout. The Landlord submitted photographs of the tiles surrounding the bathtub. The Tenant agreed that the photographs were representative of the condition of the tiles at the end of the tenancy; that she regularly cleaned the tiles during her tenancy; that she had asked the Landlord to reseal the tiles during the tenancy: and that the tiles were never resealed.

The Landlord is seeking compensation for repairing a chip in the bathroom sink. The Tenant stated that the sink was chipped at the start of her tenancy. The Landlord stated that the sink was not chipped at the start of the tenancy. The Landlord did not submit a photograph of the damaged sink. The Landlord submitted a condition inspection report that was completed at the start of the tenancy and was signed by the Tenant, which notes that the bathroom basin is in good condition.

The Landlord is seeking compensation for repairing the edges of some cupboards which she contends were damaged during the tenancy. The Tenant stated that the cupboards were very old; that they were not in good condition at the start of the tenancy; and that they were not significantly damaged during the tenancy. The Landlord submitted photographs of some cupboards which are chipped at the bottom. On the condition inspection report that was completed at the start of the tenancy and signed by the Tenant, there is a note that the cabinets “show some age” but are “generally good condition”.

The Landlord is seeking compensation for the cost of producing photographs used to support her claim for compensation. At the hearing the Landlord was advised that I would not be considering this claim for compensation, as each party is responsible for the costs of participating in these proceedings, with the exception of the cost of filing the Application for Dispute Resolution.

The Landlord is seeking compensation for the cost of removing and replacing shelf liners. The Landlord stated that the shelves were damaged when she attempted to remove the shelf liners so she had to cover them with new liners. The Tenant stated that the shelf liners were installed prior to her tenancy and she covered the liners with paper towel during her tenancy.

The Landlord is seeking compensation for supplies used to clean the rental unit. The Landlord contends that the rental unit required cleaning and the Tenant contends that it did not require cleaning.

The Landlord is seeking compensation for replacing the carpet in the living room and dining room. She stated that the cleaning did not remove the red stains in the hallway carpet. The Tenant stated that the red stains seen in the photographs submitted by the Landlord were not there at the end of the tenancy. The condition inspection report that the Tenant signed at the start of the tenancy indicates that carpet in the living room was new at the start of the tenancy.

The Landlord submitted an estimate that shows it will cost $986.05 to replace the carpet. She stated that she was verbally advised that it would cost $72.00 to remove and dispose of the old carpet and $150.00 to bleach the floor.

The Landlord is seeking compensation, in the amount of $160.00, for replacing the carpet in the living room and dining room. The Landlord and the Tenant agree that the ceiling in the dining and hallway required painting. The Landlord contends that it required painting because the Tenant smoked in the rental unit and the Tenant contends that it required painting as a result of a cooking accident. The Landlord submitted no evidence, such as a receipt or a written estimate, to corroborate her claim it will cost 160.00 to paint the ceiling.

The Landlord is seeking compensation, in the amount of $450.00, for replacing a broken closet door. The Landlord and the Tenant agree that one glass closet door was broken during the tenancy. The Tenant stated that the door did not slide easily; that she informed the Landlord it did not slide easily; and that the door broke after too much pressure was used to open the door.

The Landlord submitted a receipt to show that she paid $86.23 to purchase a replacement door. She submitted a receipt to show that she paid a “handyman” $80.00 to install the closet door and to seal the grout in the bathroom. The receipt does not stipulate how much time was spent installing the door and how much time was spent

sealing the grout. She submitted an ICBC receipt, in the amount of $33.00. She stated that she does not normally insure her vehicle and that she needed to insure her vehicle for one day for the purposes of purchasing the closet door and transporting it to the rental unit.

The Landlord is claiming compensation for loss of revenue for the month of May of 2012. She stated that she lost additional revenue for the month of May as she needed time to clean the rental unit and repair the damages to the unit.

Analysis

On the basis of the undisputed evidence presented at the hearing, I find that the Tenant was required to pay monthly rent of $920.00 during the latter portion of the tenancy.

On the basis of the testimony of the Tenant and the tenancy agreement submitted in evidence by the Landlord, I find that the Tenant paid a security deposit of $410.00 on September 21, 2007. Section 93 of the *Act* stipulates that the obligations of the landlord with respect to a security deposit "run with the land or reversion", which means that the security deposit remains with the tenancy when ownership is transferred. No evidence was submitted that would cause me to conclude that the security deposit paid on September 21, 2007 has been returned to the Tenant.

On the basis of the undisputed evidence presented at the hearing, I find that this tenancy ended on March 31, 2012. On the basis of the testimony of the Landlord and the email submitted in evidence, I find that on March 24, 2012 the Tenant sent the Landlord an email which served as written notice of her intent to vacate the rental unit on March 30, 2012. In the absence of documentary evidence from the Tenant that establishes that written notice was provided prior to this date, I am unable to conclude that the Landlord received written notice prior to March 24, 2012.

I find that the Tenant failed to comply with section 45 of the *Act* when she failed to provide the Landlord with written notice of her intent to end the tenancy on a date that is not earlier than one month after the date the Landlord received the notice and is the day before the date that rent is due. To end this tenancy on March 31, 2012 in compliance with section 45 of the *Act*, the Tenant would have had to provide written notice to the Landlord on, or before, February 29, 2012. As the Tenant did not give written notice to the Landlord until March 24, 2012, I find, pursuant to section 53 of the *Act,* that the earliest effective date of this notice was April 30, 2012.

I find that the late notice prevented the Landlord from entering into a tenancy agreement with new tenants until the Tenant vacated the rental or until the effective date of the Tenant's written notice to vacate. As the Tenant did not vacate the rental unit until March 31, 2012, I find that her actions made it difficult, if not impossible, to find a new tenant for April 01, 2012. I therefore find that the Tenant is obligated to compensate the Landlord for lost revenue from April, in the amount of $920.00.

I find that the Landlord has submitted insufficient evidence to show that the Tenant was obligated to pay a monthly parking fee of $20.00. In reaching this conclusion I was heavily influenced by the absence of documentary evidence that corroborates the Landlord's claim that the Tenant was obligated to pay a monthly parking fee and by the original tenancy agreement that was submitted in evidence that corroborates the Tenant's testimony that she was not obligated to pay a parking fee. I therefore dismiss the Landlord's claim for a parking fee from April of 2012.

When making a claim for damages under a tenancy agreement or the *Act,* the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that a damage or loss occurred; that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

As the Tenant agreed that the Landlord is entitled to compensation, in the amount of $140.00, for removing personal property, I find that the Landlord is entitled to the claim of $140.00 for discarding property left in the rental unit.

As the Tenant agreed that the Landlord is entitled to compensation, in the amount of $430.08, for cleaning the carpet, I find that the Landlord is entitled to the claim of $430.08 for cleaning the carpet. As the Tenant agreed at the hearing that the Landlord could apply her security deposit to this claim, I find that this claim must be reduced by the $410.00 security deposit that was paid on September 21, 2007, plus interest of $7.90. I therefore find that the Tenant owes the Landlord $12.18 for cleaning the carpet.

Section 20(c) stipulates that a landlord must not require a pet damage deposit at any time other than when the landlord and the tenant enter a tenancy agreement or, if the tenant acquires a pet during the tenancy, when the landlord agrees that the tenant may keep the pet on the residential property. As there is no evidence that the Tenant was required to pay a pet deposit at the start of the tenancy or that she was ever given permission to keep a pet in the rental unit, I find that the Landlord was never entitled to a pet damage deposit. I therefore dismiss the Landlord's claim for a pet damage deposit.

Section 32(3) of the *Act* stipulates that tenants must repair damage to a rental unit that is caused by the action of neglect of the tenant or a person permitted on the property by the tenant. I find that the Landlord has submitted insufficient evidence to show that the switch in the kitchen was damaged by the action or neglect of the Tenant. In reaching this conclusion I was heavily influenced by the absence of any evidence that corroborates the Landlord's suspicion that the Tenant damaged the switch; by the Tenant's testimony that she did not damage the switch; and by my personal knowledge that switches do sometimes malfunction due to normal wear and tear. As the Landlord has failed to establish that the Tenant damaged the switch, I dismiss the Landlord's claim for repairing the switch.

I find that the Landlord has submitted insufficient evidence to show that the living room and dining room walls required painting. In reaching this conclusion I was heavily influenced by the absence of any evidence, such as a photograph, that corroborates the Landlord's claim there was a large red stain on the wall. In reaching this conclusion I specifically note that the Tenant stated that she was not aware of a large red stain on the wall. I do note there was a smaller mark on the wall in photograph #3, which I find to be normal wear and tear for a tenancy of this duration. As a Tenant is not obligated to repair damages arising from normal wear and tear, pursuant to section 37(2) of the *Act*, I dismiss the Landlord's claim for painting the walls.

On the basis of the testimony of the Tenant and the absence of evidence to the contrary, I find that she was storing the screen door on her balcony and it was damaged by persons who were repairing the exterior of the residential complex on behalf of the strata corporation. As section 32(3) of the *Act* only requires tenants to repair damage to a rental unit that is caused by the action of neglect of the tenant or a person permitted on the property by the tenant and there is no evidence that the persons who damaged the screen door were permitted on the property by the Tenant, I find that the Tenant is not obligated to repair the screen door. I therefore dismiss the Landlord's claim for compensation for repairing the screen door.

I find, on the balance of probabilities, that the wall in the bathroom was damaged during the tenancy. In reaching this conclusion I was heavily influenced by the photograph of the damaged wall that was submitted in evidence.

In *Bray Holdings Ltd. v. Black* BCSC 738, Victoria Registry, 001815, 3 May, 2000, the court quoted with approval the following from *Faryna v. Chorny* (1951-52), W.W.R. (N.S.) 171 (B.C.C.A.) at p.174:

> *The credibility of interested witnesses, particularly in cases of conflict of evidence, cannot be gauged solely by the test of whether the personal demeanour of the particular witness carried conviction of the truth. The test must reasonably subject his story to an examination of its consistency with the probabilities that surround the current existing conditions. In short, the real test of the truth of the story of a witness in such a case must be its harmony with the preponderance of the probabilities which a practical and informed person would readily recognize as reasonable in that place and in those conditions.*

For me to accept the Tenant's testimony that the wall was not damaged at the end of the tenancy, I would need to conclude that the Landlord either purposely or accidentally damaged the wall after this tenancy ended. In these circumstances I find it much more likely that the Tenant damaged the wall during the tenancy.

I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to repair the damaged wall. I therefore find that the Landlord is entitled to compensation for damages that flow from the Tenant's failure to comply with the *Act.* I find that the Landlord is entitled to compensation, in the amount of $24.60, for paint. As the labour

receipt for $160.00 does not specify how much was charged to repair the hole in the bathroom wall and how much was charged to replace the screen, I find that the receipt should be divided between the two jobs, and the Landlord is entitled to compensation in the amount of $80.00 for repairing the wall.

Section 37(2) of the *Act* requires a tenant to leave a rental unit in reasonably clean condition. On the basis of the photographs submitted in evidence, I find that the grout surrounding the tiles in the bathroom were not left in pristine condition, but I accept they were left in reasonably clean condition. I therefore dismiss the Landlord's application for the cost of cleaning the grout/tiles.

On the basis of the condition inspection report that was completed at the start of the tenancy which notes that the bathroom basin was in good condition at the start of the tenancy, I find that the bathroom sink was not chipped at the start of the tenancy. I find, therefore, that the sink was chipped during the tenancy. I find, however, that the Landlord has submitted insufficient evidence to establish that the chipped sink was not the result of reasonable wear and tear. In reaching this conclusion I was heavily influenced by the fact that the Landlord did not submit a photograph of the damaged sink, which prevents me from making an independent assessment of the damage. As the Landlord has failed to establish that the sink was not damaged due to reasonable wear and tear, I dismiss the Landlord's claim for repairing the sink.

I find that the Landlord has submitted insufficient evidence to establish that the Tenant damaged the cabinets during this tenancy. On the basis of the photograph submitted in evidence, I find that there is some damage to the bottom of two cabinet doors, but I cannot concluded that it is greater than the notation on the condition inspection report that indicates the cabinets show "some age". As the Landlord has submitted insufficient evidence to show that the cabinets were in significantly worse condition at the end of the tenancy than they were at the start of the tenancy, I find that the Landlord is not entitled to compensation for repairing the cabinets.

I find that the Landlord has submitted insufficient evidence to establish that the Tenant installed shelf liners. In reaching this conclusion I was heavily influenced by the absence of evidence that corroborates the Landlord's belief that the Tenant installed the liners or to refute the Tenant's testimony that they were installed prior to her tenancy. As the Landlord has failed to establish that the Tenant installed the shelf liners, I dismiss the Landlord's claim for compensation for damages associated to the shelf liners.

Section 37(2) of the *Act* requires a tenant to leave a rental unit in reasonably clean condition. On the basis of the photographs submitted in evidence, I find that the rental unit, while not pristine, was left in reasonably clean condition. I therefore dismiss the Landlord's application for the cost of cleaning supplies.

I find, on the balance of probabilities, that the carpet in the hallway was stained during this tenancy. In reaching this conclusion I was heavily influenced by the photograph of

the red stains on the carpet and by *Bray Holdings Ltd. v. Black* BCSC 738, Victoria Registry, 001815, 3 May, 2000. For me to accept the Tenant's testimony that the carpet was not stained at the end of the tenancy I would need to conclude that the Landlord either purposely or accidentally stained the carpet prior to taking pictures of damages to the rental unit. In these circumstances I find it much more likely that the carpet was stained during the tenancy.

I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to repair/clean the stain from the carpet. I therefore find that the Landlord is entitled to compensation for damages that flow from the Tenant's failure to comply with the *Act.*

In addition to establishing that a tenant damaged a rental unit, a landlord must also accurately establish the cost of repairing the damage caused by a tenant, whenever compensation for damages is being claimed. On the basis of the estimate submitted in evidence, I find that it will cost $986.05 to purchase and install new carpet. I find, however, that the Landlord has submitted insufficient evidence to establish the true cost of removing and disposing of the old carpet and of bleaching the floor beneath the old carpet. In reaching this conclusion, I was strongly influenced by the absence of any documentary evidence that corroborates the Landlord's testimony that it will cost $72.00 to remove and dispose of the old carpet and $150.00 to bleach the floor. I therefore dismiss the Landlord's claim for removing and disposing of the old carpet and for bleaching the floor beneath the old carpet, and I will limit further consideration to the claim for purchasing and installing the new carpet.

Claims for compensation related to damage to the rental unit are meant to compensate the injured party for their actual loss. In the case of fixtures in a rental unit, a claim for damage and loss is based on the depreciated value of the fixture and <u>not</u> based on the replacement cost. This is to reflect the useful life of fixtures, such as carpets and countertops, which are depreciating all the time through normal wear and tear.

The Residential Tenancy Policy Guidelines show that the life expectancy of carpet is ten years. The condition inspection report indicates that the living room carpet was new when the tenancy started in October of 2007. I therefore find that the carpet was approximately 4.5 years old when this tenancy ended and had depreciated by 45 percent. I therefore find that the Landlord is entitled to 55 percent of the cost purchasing and installing new carpet, which in these circumstances is $542.33.

On the basis of the testimony of the Tenant, I find that the ceiling in the dining room and hallway required painting as a result of a cooking accident. In addition to establishing that a tenant damaged a rental unit, a landlord must also accurately establish the cost of repairing the damage caused by a tenant, whenever compensation for damages is being claimed. I find that the Landlord has submitted no documentary evidence to corroborate her claim that it will cost $160.00 to paint the ceiling and I therefore dismiss her application for compensation for painting.

On the basis of the testimony of the Tenant, I find that the glass closet door was broken when too much pressure was applied to the door when it was being opened. Regardless of whether or not the Landlord was informed that the door did not open easily, I find that the Tenant had an obligation to use care when she was opening the door, given that she was aware it did not function properly, until such time the Landlord voluntarily repaired the door or the Tenant filed an Application for Dispute Resolution for an Order requiring the Landlord to repair the door. I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to repair the broken door and I find that the Landlord is entitled to compensation for damages that flow from the Tenant's failure to comply with the *Act.*

I find that the Landlord is entitled to compensation, in the amount of $86.23, for the cost of a new closet door. As the labour receipt for $80.00 does not specify how much was charged to reseal the grout and how much was charged to install the door, I find that the receipt should be divided between the two jobs, and the Landlord is entitled to compensation in the amount of $40.00 for installing the door.

I find that the need to insure the Landlord's vehicle for one day for the purposes of completing these repairs is not sufficiently connected to the claim for damages being made by the Landlord. I find that having a vehicle for the purposes of conducting business is a normal business expense and I dismiss the Landlord's claim for compensation for this expense.

I find that the Landlord had ample time during the month of April of 2012, during which the rental unit was vacant, to repair the damages to the rental unit. Given the extent of the damages to the rental unit, I find that the Landlord did not require an additional month to complete the repairs. I therefore dismiss the Landlord's claim for lost revenue from May of 2012.

I find that the Landlord's application has some merit and I find that the Landlord is entitled to recover a portion of the filing fee from the Tenant for the cost of this Application for Dispute Resolution. Although the Landlord paid a $100.00 filing fee, I find that her claim of $5,725.53 was inflated. As the Landlord would have been required to pay a filing fee of $50.00 if she had applied for a monetary Order under $5,000.00 and she has established a claim of far less than $5,000.00, I find that she is only entitled to recover $50.00 of the fee that was paid.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of $1,895.34, which is comprised of $920.00 for loss of revenue from April of 2012; $140.00 for discarding property left in the rental unit; $12.18 for cleaning the carpet; $104.60 for repairing a hole in the bathroom wall; $542.33 for replacing the carpet; $126.23 for replacing a broken closet door; and $50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

Based on these determinations I grant the Landlord a monetary Order for the amount $1,895.34. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court 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: July 24, 2012.

Residential Tenancy Branch