

Dispute Codes: MND, MNR, FF

Introduction

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

This is the Landlord’s application for a Monetary Order for damages to the rental unit and unpaid rent; and to recover the filing fee from the Tenants for the cost of filing the application.

I reviewed the evidence provided prior to the Hearing. The Landlord’s agent gave affirmed evidence and the Hearing proceeded on its merits.

Preliminary Issues

Was the Tenant TR a tenant or an occupant?

The Landlord provided a copy of the tenancy agreement into evidence. The agreement was signed by the Tenant NP and does not identify the Tenant TR as a party to the tenancy agreement. The Landlord’s agent testified that the rent was determined as a percentage of the Tenant NP’s income. The Landlord’s agent testified that the Tenant TR moved into the rental unit subsequent to the tenancy agreement being put in place. The Landlord accepted the Tenant TR as a tenant under the agreement and recalculated the monthly rent, based on both Tenants’ income, to be \$1,315.00 per month effective May 1, 2008. The Landlord did not enforce the increased rental charge and applied only for loss of rent for the month of June, 2008, in the amount of \$530.00. The Landlord provided a Declaration of Monthly Income dated May 1, 2009, and signed by both Tenants. I find that the Tenant TR was a tenant under the tenancy agreement.

Did the Landlord duly serve both Tenants with the Notice of Hearing documents?

The Tenants abandoned the rental unit on June 20, 2008 without leaving a forwarding address. The Landlord hired a skip tracer to attempt to locate the Tenants. The Landlord’s agent testified that a Consumer Credit Report for the Tenant NP gave an address for the Tenant effective August, 2008. The Landlord’s agent testified that she checked again on July 2, 2009, and was advised that the current address for the Tenant NP remained the same. The Landlord’s agent attempted to phone the Tenants at the

number listed on the Credit Report, but got no answer. The Landlord provided a copy of the Credit Report.

There are a couple of anomalies to note with respect to the name and date of birth on the Credit Report. The first name is spelled differently from the Tenant NP's. The date of birth is the same month and day, but two years earlier. However, the Credit Report lists the previous address as the same as the rental unit, and the new address to be in the same city. I am satisfied that the Credit Report is for the Tenant NP.

The Landlord's agent testified that she mailed both Tenants the Notice of Hearing documents to the new address listed on the Credit Report, by registered mail on April 9, 2009. The Landlord's agent provided tracking numbers for the two packages and testified that the packages were delivered on April 14, 2009.

There is no evidence that the Tenant TR resides at the same address as the Tenant NP. Therefore, I do not find that the Tenant TR was duly served with the Notice of Hearing documents. I dismiss the Landlord's claim against the Tenant TR without leave to reapply.

I am satisfied that the Tenant NP was duly served with the Notice of Hearing documents. Despite being served, the Tenant NP did not sign into the conference and the Hearing proceeded in her absence.

Issues to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent and damages?
- Is the Landlord entitled to recover the filing fee from the Tenant NP?

Background and Evidence

The Tenancy started on October 1, 2008 and ended on June 20, 2008, when the Tenants abandoned the rental unit. The monthly rent was \$530.00 per month, due on the first day of each month. No security deposit was required. A move-in inspection was performed. The Landlord gave the Tenants opportunity to attend a move-out inspection and posted a Notice of Final Opportunity to Schedule a Condition Inspection

on the Tenants' door, but the Tenants did not attend at the move-out inspection. A copy of the Condition Inspection report was provided into evidence.

The Landlord's agent gave the following testimony:

- The Tenants did not clean the unit on moving out and the walls and the Landlord incurred expenses in the amount of \$200.00 for cleaning and garbage removal. The Landlord provided a copy of the invoice from a cleaning service.
- The Landlord provided colour photocopies of photographs depicting the condition of the rental unit when the Tenants moved out.
- The Tenants did not pay rent for the month of June, 2008.

Analysis

I accept the Landlord's agent's testimony and evidence with respect to the Landlord's monetary claim. The Landlord has established its claim for a monetary order and is entitled to recover the cost of the filing fee from the Tenant NP.

I award the Landlord its monetary claim against the Tenant NP, as follows:

Cleaning the rental unit	\$200.00
Unpaid rent for the month of June, 2008	\$530.00
Filing fee	50.00
TOTAL AMOUNT DUE TO THE LANDLORD	\$780.00

Conclusion

The Landlord's application against the Tenant TR is dismissed without leave to reapply.

I HEREBY FIND in favor of the Landlord's monetary claim in the amount of \$780.00 against the Tenant NP. The monetary Order must be served on the Tenant NP and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an order of that Court.