

## **DECISION**

Dispute Codes      MND, MNDC, MNR, MNSD, FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking monetary orders for unpaid rent, for damage to the rental unit, for compensation under the Act or tenancy agreement, to keep the security deposit and to recover the filing fee for the Application.

One of the Tenants left the rental unit without any Notice to the Landlord or providing his forwarding address. The Landlord was unable to serve this Tenant.

The Landlord attempted to serve the Application for Dispute Resolution and Notice of Hearing on the other Tenant at the home of his parents. However, once his mother learned her son was going to be "served" with legal documents, she apparently slammed the door on the person attempting to serve the Tenant. The Landlord then attempted to serve the Tenant at his place of employment, but was again thwarted by his co-workers. The Landlord then served the documents by registered mail on the Tenant at his place of employment.

I find that the Tenant was avoiding service of the documents and I allow the Landlord to serve the Tenant substitutionally by registered mail at his place of employment. Therefore, I find the Tenant has been duly served.

### Issues(s) to be Decided

Is the Landlord entitled to the monetary relief sought?

### Background and Evidence

The Landlord and the Tenants entered into a written, standard form tenancy agreement, signed on February 10, 2009. The monthly rent was \$1,100.00 per month, payable on the first day of the month. The Tenants provided a security deposit of \$550.00 on February 11, 2009.

In June of 2009, the Tenants were late paying their rent and had not done yard work at the rental unit, as required under the tenancy agreement. The Landlord's Agent attended the rental unit and gave the Tenants a verbal warning about rent payments and their responsibility to do yard work.

On July 1, 2009, the Agent for the Landlord returned to the rental unit to collect the July rent. One of the Tenants had vacated the unit and the other Tenant (who was served in

this matter), was in the process of packing up his things to leave. Neither Tenant had given the Landlord a Notice to End Tenancy as required under the Act.

The Agent for the Landlord explained to the Tenant she would return later to do the condition inspection report. When she returned the Tenant had left the unit, leaving no keys and both doors unlocked. The Tenant did not attend when a second attempt was made to conduct the condition inspection report.

The Landlord had to clean the unit, make repairs and perform yard maintenance. The Landlord mitigated her losses by finding new renters for the middle of August.

The Landlord claims as follows:

a.	Rent due for July and half of August	1,650.00
c.	Cleaning of rental unit	509.25
d.	Yard maintenance	135.00
e.	Repair to cupboard door hinges	6.00
f.	Newspaper advertising	110.38
g.	Repair bathroom towel rack	27.96
h.	Payment to person for serving documents	75.00
i.	Filing fee	50.00
	<b>Total claimed</b>	<b>\$2,613.96</b>

In support of her claims the Landlord has provided documentary evidence, such as receipts for payments, and photographs of the unit as left by the Tenants and then following cleaning, and condition inspection reports.

### Analysis

Based on the foregoing, the affirmed testimony and evidence, and on a balance of probabilities, I find as follows:

I find the Tenants breached the Act by failing to give the Landlord Notice to End the tenancy, failing to leave the unit in a reasonable state of cleanliness, failing to repair damages done to the rental unit and failing to pay rent when due.

I find the Landlord is entitled to most of the monetary relief sought. However, I do not allow the newspaper advertising, as this was a month to month tenancy, and I do not allow the payment to a third party for serving the documents, as this is not compensable in this type of claim. Therefore, the amounts awarded are reduced accordingly.

I find that the Landlord has established a total monetary claim of **\$2,428.58** comprised of the above awarded amounts and the fee paid by the Landlord for this application.

I order that the Landlord retain the deposit and interest of **\$550.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$1,878.58**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Lastly, I note the Tenants here are jointly and severally liable for the rental unit and the Landlord's losses relating to the tenancy. This means the Landlord can recover the full amount due from both or either one of the Tenants. However, the Landlord served only one of the Tenants and therefore the monetary order is in his name only. The responsibility falls to the Tenants to apportion among themselves any amounts they owe each other.

### Conclusion

The Landlord is entitled to monetary compensation against the Tenants for losses occurred under the tenancy.

The Landlord is granted a monetary order in the name of the Tenant she has been deemed to have served. The Tenant is liable for the entire amount due and will have to seek any contribution he can from the other Tenant.

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: October 06, 2009.

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Dispute Resolution Officer