

## Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

### **Decision**

#### **Dispute Codes:**

MNR; MND, MNSD; FF

#### **Introduction**

This is the Landlord's application for a Monetary Order for unpaid rent and damages to the rental unit; to retain the security deposit in partial satisfaction of his monetary claim; and to recover the cost of the filing fee from the Tenants.

I reviewed the evidence provided by the Landlord prior to the Hearing. The Landlord gave affirmed testimony and the Hearing proceeded on its merits.

#### **Preliminary Matter**

The Landlord testified that he did not have a forwarding address for the Tenants. He testified that he called the Tenant AB's place of employment and confirmed the Tenant's employment. He mailed the Tenant AB the Notice of Hearing Documents, by registered mail, to the Tenant AB's place of employment on December 7, 2009. The Landlord provided a copy of the registered mail receipt and tracking number.

The Landlord testified that he served the Tenant ZM with the Notice of Hearing Documents, by personally handing the documents to the Tenant ZM at her place of employment on December 6, 2009, at 5:30 p.m.

I am not satisfied that the Tenant AB received the registered mail package. Section 89 of the Act sets out the ways in which a party can be served with an Application for Dispute Resolution. Section 89 of the Act does not allow this method of service upon a party. Therefore the Landlord's Application against the Tenant AB is dismissed.

Based on the testimony of the Landlord, I am satisfied that the Tenant ZM was duly served with the Notice of Hearing Documents, according to the provisions of Section 89(1) of the Act. Tenants are jointly and severally responsible under a tenancy agreement. This means that the Landlord can seek to recover the full amount of rent and any damages from both or any one of the Tenants. The responsibility falls to the Tenants to apportion between themselves any amount owing to the Landlord. Despite being duly served with the Notice of Hearing Documents, the Tenant ZM 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, and if so, in what amount?

### **Background and Evidence**

The Landlord gave the following testimony and evidence:

This tenancy began on February 1, 2009 and ended on October 15, 2009. A copy of the tenancy agreement was entered in evidence. Monthly rent was \$1,100.00 per month, due the first day of each month. The Tenant paid a security deposit in the amount of \$550.00 and a pet deposit in the amount of \$100.00 on February 1, 2009. The rental unit was re-rented November 1, 2009.

There was a move-in inspection completed by the Landlord and the Tenants on January 15, 2010. When the Tenants moved into the rental unit, the rental unit was new. The male Tenant agreed to meet the Landlord at the rental unit for the move-out inspection on October 17, 2010, but neither of the Tenants appeared to do the inspection. The Landlord performed the inspection by himself. The Landlord entered a copy of the Condition Inspection Report in evidence.

The Tenants did not clean the rental unit and caused damage to the rental unit. The Tenants left garbage and personal belongings (including a mattress, sofa, futon bed, exercise machine and barbeque) in the rental unit. The Landlord had three companies

prepare estimates for the cost of repairing the damages, cleaning the rental unit, and taking the garbage and old furniture to the dump. The Landlord provided copies of the estimates in evidence, which estimate repairs at \$1,350.00, \$1,250.00 and \$1,500.00. The Landlord is claiming \$1,250.00 for repairs, cleaning and hauling charges. The scratches and dents to 3 metal doors and the refrigerator were not repaired as they were too expensive, and the Landlord has not claimed for these damages.

The Tenants did not return the keys to the rental unit and the Landlord is applying for the cost of 2 dead bolt locks, one door knob and replacement fridge handles. The Landlord provided copies of the invoices in evidence.

The Tenants did not pay rent for the month of October, and the Landlord is applying for unpaid rent in the amount of \$1,100.00.

### **Analysis**

I accept the Landlord's undisputed testimony and supporting documentary evidence in its entirety. The Landlord has established a monetary claim for unpaid rent for the month of October, and damages against the Tenant ZM.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit and pet deposit towards partial satisfaction of the Landlord's monetary claim. No interest has accrued on the deposits.

The Landlord has been successful in his application and is entitled to recover the cost of the \$50.00 filing fee from the Tenant ZM.

The Landlord has established a monetary claim as follows:

Un paid rent for October, 2009	\$1,100.00
Cost of cleaning, hauling garbage, repairing damaged walls; repairing window screen, and repairing gutter	\$1,250.00
Cost of dead bolt locks, door knob and fridge handles	\$153.01
Recovery of the filing fee	\$50.00
Subtotal	\$2,553.01
Less security deposit and pet deposit	-\$650.00
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$1,903.01</b>

### **Conclusion**

The Landlord's application against the Tenant AB is dismissed.

I hereby grant the Landlord a Monetary Order in the amount of \$1,903.01 against the Tenant ZM. This Order must be served on the Tenant ZM and may be filed in the Provincial Court of British Columbia (Small Claims) 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: April 29, 2010