

Decision

Dispute Codes:

MND, MNR, MNSD, MNDC, SS, FF

Introduction

This is the Landlords' application for a monetary order for unpaid rent, damages and compensation for damage or loss; to serve documents or evidence in a different way than required by the Act; and to recover the cost of the filing fee from the Tenants.

I reviewed the documentary evidence provided by both of the parties prior to the Hearing. The Landlords gave affirmed testimony and the Hearing proceeded on its merits.

Preliminary Matter

The Landlords testified that this is their second application against the Tenants. Their first application was dismissed with leave to reapply, as they had not satisfied the Dispute Resolution officer that the Tenants had been served with the Notice of Hearing documents in accordance with the provisions of Section 89 of the Act.

The Landlords testified that both of the Tenants were served with the Notice of Hearing documents for today's Hearing in person, by a process server, as follows: The Tenant CP on December 29, 2009; and the Tenant AP on January 2, 2010. The Landlords provided a Certificate of Service in evidence attesting to such service.

Based on the verbal testimony of the Landlords, the corroborating documentary evidence, and the fact that the Tenants provided documentary evidence, I am satisfied

that the Landlords served the Tenants with the Notice of Hearing documents, in accordance with the provisions of Section 89(1)(a) of the Act. Therefore, the Tenants' application to be allowed to serve the Tenants in a different way than is required by the Act is dismissed, as the Tenants have been served in accordance with the provisions of the Act.

This matter was scheduled to be heard by telephone conference at 1:30 p.m. on May 21, 2010. Despite being served with the documents, neither Tenant signed into the telephone conference and this matter proceeded in their absence.

Background and Evidence

The parties entered into a tenancy agreement on December 1, 2008. A copy of the tenancy agreement was entered in evidence. The tenancy commenced on December 15, 2008, and was a fixed term lease, set to expire on December 15, 2009. Monthly rent was \$1,200.00 per month, due on the 15th day of each month.

The Landlords gave the following testimony:

On December 15, 2008, the Tenants paid \$600.00 for ½ a month's rent along with a security deposit in the amount of \$600.00. The parties agreed that the Tenants would pay rent, starting January 1, 2009, on the first day of each month, but the tenancy agreement was not changed to reflect that agreement.

The Tenants did not give the Landlords any notice that they were ending the tenancy. The Landlords found out the Tenants were moving out when one of the Tenants' neighbours advised the Landlords there was a U-Haul in front of the rental unit.

The Landlords live in Dawson Creek and the rental unit is situated in Prince George. When the Landlords were advised, by neighbours of the Tenants, that the Tenants were moving out of the rental unit, the male Landlord had to immediately take a day off work in order to drive to Prince George to confirm the Tenants were moving and to attempt to collect the unpaid rent and secure the Tenants' forwarding address. The Landlords are claiming \$240.00 for the male Landlord's lost wages.

The Tenants did not clean the rental unit to an acceptable standard, and caused damages to the rental unit. The Landlords are claiming the following items for cleaning and repairs:

Shampooing carpets	\$138.96
Housecleaning	\$206.06
Changing locks	\$39.39
Paint to repair hallway walls	\$15.90
Blinds (replace window coverings taken by Tenants)	\$20.16
Furnace filters	\$3.35
Light bulbs (to replace burned out bulbs)	<u>\$16.78</u>
TOTAL	\$440.60

The Landlords provided receipts for the items claimed in evidence.

A copy of the move-in inspection was entered in evidence. The Tenants agreed to meet the male Landlord on September 8, 2009, at the rental unit to perform a move-out inspection, but the Tenants did not show up. The Landlords provided photographs of the rental unit in evidence.

On September 6, 2010, the Tenants told the male Landlord that they had deposited the August and September rent directly into the Landlords' bank account, as was their normal method of paying rent. The Landlords' bank records did not show any rent

deposits, and therefore the Tenants agreed to meet the Landlord at the bank on the morning of September 8, 2010, (before going to the rental unit for the move-out inspection) to clear up any bank error that may have occurred. The Tenants did not show up at the bank on September 8, 2010.

The Tenants did not pay rent for the months of August and September, 2009. The Landlords are claiming \$2,400.00 in unpaid rent. The Landlords are not claiming for damages for breaking the lease.

The Tenants gave the Landlords a false forwarding address. When the Landlords attempted to serve the Tenants with the Notice of Hearing documents for the former Hearing, via registered mail, the Landlords were advised by Canada Post that no such address existed. The Landlords provided a copy of the Tenants' handwritten note, dated September 6, 2009, including their forwarding address, in evidence. The Landlords hired a skip tracer, who found the Tenants. The Landlords hired a process server to personally serve the Tenants with the Notice of Hearing documents for today's hearing. The Landlords provided a copy of the letter from the skip tracer, dated September 30, 2009, advising of the Tenants' current residential address. The Landlords are claiming compensation against the Tenants for the following expenses and fees:

Filing fee for earlier Application for Dispute Resolution	\$100.00
Filing fee for Review Application	\$25.00
Filing fee for today's Application for Dispute Resolution	\$50.00
Fee for skip tracer's services	\$150.00
Fee for process server	\$90.00

The Landlords provided a copy of the Decision for the previous Hearing; a copy of the Review Decision; a copy of the skip tracer's invoice; and a copy of a money order for payment of the process server's account.

The Tenants took a freezer with them that belonged to the Landlords. The Landlords stated that the freezer was approximately one year old. The Landlords are claiming \$400.00 to replace the freezer.

Analysis

I accept the Landlord's undisputed verbal testimony in its entirety and based on that testimony, along with the Landlord's supporting documentary evidence, I find that the Landlords have established their claim for the costs of shampooing the carpets, cleaning the rental unit, repairing the walls, and replacing the light bulbs, in the total amount of \$377.70. With respect to the cost of changing the locks, a landlord can make such a claim if tenants do not return the keys to the landlord at the end of a tenancy. This is not the case in this situation. If the subsequent tenants request the locks be changed, the landlords must change them at the landlord's expense. With respect to the Landlord's claim for compensation to replace the furnace filters, the Residential Policy Guidelines (the "Guidelines") provide that furnace maintenance, including changing filters, are the responsibilities of a landlord. With respect to the Landlords' claim for replacing the missing blinds, I find that the Landlords did not provide sufficient evidence to establish their claim. The Guidelines provide a useful life of 10 years for blinds. Any claim for replacement would therefore be prorated to reflect the remaining useful life of the blinds. The Landlords did not provide evidence with respect to the age of the blinds.

The Tenants provided documentary evidence that they had paid rent for the month of August and September, 2009. I do not accept the Tenants' evidence (a copy of a receipt purporting to be signed by the male Landlord). The male Landlord testified that it was not his signature on the receipt. The "signature" is the male Landlord's printed name, and does not match the handwriting of the Landlord in any of the documents he provided in evidence. Furthermore, the Tenants always deposited the rent into the

Landlords' bank account and therefore, there was no need for receipts. I prefer the Landlords' testimony that the Tenants did not pay rent for the months of August and September, 2009. The Landlords have established this portion of their claim in the amount of \$2,400.00.

I find, on the balance of probabilities, that the Tenants intentionally provided the Landlords with a false forwarding address, upon which the Landlords relied, and as a result the Landlords suffered additional costs, including: filing fees for the original Application for Dispute Resolution and the cost of hiring a skip tracer. The Landlords were unsuccessful in their Review Application, as they had not provided any evidence that was not available to them at the original Hearing, and therefore I find the Landlords are not entitled to recover the cost of the filing fee for the Review application. The Landlords hired a process server to serve the Tenants, but were not required to do so in order to serve the Tenants (i.e. they could have personally served the Tenants themselves) and therefore, I find the Landlords are not entitled to recover the cost of the process server's fees. The Landlords have been successful in this Application and are entitled to recover the cost of the filing fee for this Application in the amount of \$50.00.

The Landlords chose to live in a different location from the rental unit, and I find that the Tenants should not have to bear the cost of the Landlord missing work and driving to the rental unit. The Landlords' application for compensation for loss of wages is therefore dismissed.

The Landlords provided insufficient evidence with respect to their claim of the cost to replace the freezer. Therefore this portion of their application is dismissed.

Pursuant to the provisions of Section 72 of the Act, the Landlords may apply the security deposit, together with accrued interest in the amount of \$.42 against their monetary award.

I hereby provide the Landlords with a Monetary Order against the Tenants, calculated as follows:

Costs of cleaning and repairs to rental unit	\$377.70
Unpaid rent for August and September, 2009	\$2,400.00
Filing fees and costs of hiring a skip tracer	\$300.00
Less security deposit and accrued interest	-\$600.42
TOTAL MONETARY ORDER AGAINST THE TENANTS	\$2,477.28

Conclusion

I hereby grant the Landlords a Monetary Order in the amount of \$2,477.28 against the Tenants. This Order must be served on the Tenants 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: June 2, 2010