

DECISION

Dispute Codes

MNR, MND, FF

Introduction

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

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

Preliminary Matters

Regarding service of the Notice of Hearing documents:

The Landlord's agent testified that the Landlord's site manager noted that the Tenant had moved out of the rental unit on or about October 22, 2008, pursuant to two Notices to End Tenancy for Unpaid Rent, issued September 5, 2008, and October 7, 2008. The Landlord's agent testified that the Tenant did not leave a forwarding address with the Landlord.

The Landlord's agent testified that the Tenant's next of kin provided a telephone contact number for the Tenant on July 3, 2009. The Landlord's agent stated that an employee of the Landlord called that number and spoke with the Tenant, who provided a forwarding address. The Landlord provided copies of the employee's written statement in evidence.

A statement of account was mailed to the Tenant at that address on July 3, 2009, indicating what the Landlord alleged the Tenant owed for unpaid rent and damages to the rental unit. The Landlord provided a copy of the statement of account in evidence.

The Landlord's agent testified that the Notice of Hearing documents were mailed to the Tenant at that address, via registered mail, on January 12, 2010. The documents were returned to the Landlord on January 15, 2010, with the hand written words "not here" on the envelope. The Landlord provided a photocopy of the registered mail envelope in evidence.

The Landlord's agent testified that the Landlord's witness called the Tenant and spoke with her on January 15, 2010. The Landlord's witness testified that the Tenant told her that she still lived at the address that was noted on the envelope and denied returning the registered mail documents. The Tenant asked the witness what was in the envelope and stated that she would speak to her lawyer. The Tenant then hung up the telephone. The witness testified that the Notice of Hearing documents were sent by regular mail to the Tenant on January 18, 2010, and were not returned. The Landlord provided in evidence the note the witness left on the file with respect to her conversation with the Tenant.

Section 89 of the Act provides methods of service for Notice of Hearing documents. Regular mail is not a method of service allowed under Section 89 of the Act. However, based on the testimony and documentary evidence provided by the Landlord, the Landlord's agent and the Landlord's witness, and pursuant to the provisions of Section 71(2)(b), I am satisfied that the Tenant was aware of the hearing date, and was sufficiently served with the Notice of Hearing documents for the purpose of this Act on January 23, 2010 (five days after mailing the Notice of Hearing documents by regular mail to the address where the Tenant resides). Despite being deemed served with the Notice of Hearing documents, the Tenant did not sign into the conference and the Hearing continued in her absence.

Issues to be Determined:

- Is the Landlord entitled to a Monetary Order for damages and cleaning to the rental unit in the amount of \$864.09?

- Is the Landlord entitled to a Monetary Order for unpaid rent for the months of September and October, 2008, in the total amount of \$768.00?

Background and Evidence

The Landlord's agent testified that the Tenant abandoned the rental unit on or about October 22, 2008, without cleaning the rental unit. A Condition Inspection Report was completed by both parties when the Tenant moved into the rental unit on May 1, 2006. A copy of the Condition Inspection Report was entered in evidence. The Landlord's agent completed a Condition Inspection Report on October 23, 2008, a copy of which was entered in evidence.

No security deposit was required by the Landlord.

The Landlord's agent testified that the Tenant broke a window; damaged window screens; removed curtain rods; and damaged the fridge in the rental unit. At the end of the tenancy, the Tenant was in arrears of rent in the amount of \$171.00 for the month of September, 2008, and \$597.00 for the month of October, 2008. Photographs of the rental unit and copies of invoices were provided in evidence.

The Landlord seeks a monetary award, calculated as follows:

Cleaning the rental unit and disposing of garbage	\$210.00
Replacing broken windows (parts)	\$232.61
Installing new windows (labour)	\$92.02
Replace and install screens	\$40.45
Replace missing curtain rods (parts)	\$52.10
Repairing fridge (parts)	\$163.41
Carpet cleaning	\$73.50
Unpaid rent for September, 2008	\$171.00
Unpaid rent for October, 2008	<u>\$597.00</u>
TOTAL MONETARY CLAIM	\$1,632.09

Analysis

I accept the Landlord's agent's undisputed testimony and documentary evidence with respect to the unpaid rent for September and October, 2008. Based on the affirmed testimony of the Landlord's agent and the supporting documentary evidence, and in the absence of any evidence to the contrary, I find that the Landlord is entitled to the damages claimed.

The Landlord has been successful in its application and is entitled to recover the cost of the filing fee from the Tenant.

I hereby provide the Landlord with a Monetary Order against the Tenant in the amount of \$1,682.09.

Conclusion

I hereby grant the Landlord a Monetary Order in the amount of \$1,682.09 against the Tenant. This Order must be served on the Tenant 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 29, 2010.
