

DECISION

Dispute Codes: MNR, MNDC, MND, MNSD, SS and FF

Introduction

This application was brought by the landlord on August 3, 2010 seeking a Monetary Order for unpaid rent, loss of rent, damage to the rental unit, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed. In addition, I have exercised the discretion granted under section 64(3)(c) of the Act and amended the landlord's application to request an order for substitute service.

Despite having been served with the Notice of Hearing in person on August 10, 2010 by a Process Server engaged by the landlord, which I accept as effective service under section 71(2)(c) of the Act, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

Issues to be Decided

This application requires a decision on whether the landlord is entitled to an order for substitute service and monetary compensation for the unpaid rent/loss of rent, damage to the rental unit, , recovery of the filing fee for this proceeding, and authorization to retain the security deposit in set off against the balance owed.

Background, Evidence and Analysis

This tenancy began on March 20, 2010 when the tenant was given free rent for the balance of the month and began to pay rent on April 1, 2010. Rent was \$775 per month and the landlord holds a security deposit of \$387.50 paid on March 20, 2010. The rental agreement was originally for a one-year fixed term but the tenant failed to sign it.

During the hearing, the landlord gave evidence that the tenant had moved out of the rental unit without giving notice or providing a forwarding address on June 15, 2010.

She submitted a copy of the rent cheque for June showing that it had been subject to a stop payment directive by the tenant.

The landlord stated that on inspecting the rental unit, she learned that the tenant's dog had had three puppies and submitted photographic evidence of dog scat and carpet soiling throughout the rental unit. The photographs also showed damage to the walls and blinds of the rental unit which had been freshly painted at the beginning of the three-month tenancy.

The landlord claims and I find as follows:

Substitute service. As the tenant has not provided the landlord with a forwarding address and as I am persuaded that there is a reasonable chance that he may be effectively served at his place of employment, as authorized under section 71(1) of the *Act*, I hereby order that the landlord may serve the tenant in that manner.

June 2010 rent - \$775. Having left without giving the full notice of one month following the next rent due date as required under section 45 of the *Act*, and having stopped payment on the cheque intended to cover the June rent, I find the tenant is responsible for satisfying this claim in full.

One half of July 2010 rent - \$387.50. The landlord found a new tenant for July 15, 2010 and the respondent tenant is responsible for only half of the rent for that month.

Advertising - \$16.36. As the tenant's departure without notice necessitated this expenditure, and as the tenant benefitted by the landlord having found a new tenant for mid-July 2010, the tenant is responsible for this claim.

Carpet cleaning - \$172.20. The landlord submitted a receipt for \$105 dated June 23, 2010 and another dated July 7, 2010 for \$67.30 for carpet cleaning. The landlord gave explanation that after the first cleaning, very strong odours from the dog waste remained and the carpet cleaner returned and did a second cleaning at no charge. When the odours still lingered, he returned and cleaned them a third time at the reduced charge. This claim is allowed in full.

Petastick \$29.10. The landlord's receipt for this product to treat the animal odours is recoverable from the tenant in full.

Home Depot - \$53.71. The landlord submitted this receipt as evidence of the cost of replacing a bedroom blind, shown in photographic evidence to have been broken by the tenant. This claim is allowed in full.

Home Hardware - \$14.53. This receipt covers materials used for repairs the walls and is allowed in full.

Labour - \$200. On the basis of photographic evidence, I find the landlord's claim for labour for cleaning, refuse removal, dumping, patching and touch up of walls to be abundantly modest and it is allowed in full.

Process Server - \$89.60. Given that the tenant did not provide the landlord with a forwarding address to allow for the normal service of hearing documents, I find that the tenant should be responsible for this extraordinary cost.

Filing fee - \$50. The landlord's application has succeeded on its merits and I find she should recover the filing fee from the tenant.

Security Deposit – (\$387.50). As authorized under section 72 of the *Act*, I order that the landlord may retain the security deposit in set off against the balance owed.

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

June 2010	\$775.00
Half of rent for July 2010	387.50
Advertising	16.36
Carpet cleaning	172.20
Petastick	29.10
Home Depot	53.71
Home Hardware	14.53
Labour	200.00
Process server	89.60
Filing fee	<u>50.00</u>
Sub total	\$1,788.00
Less retained security deposit (No interest due)	<u>- 387.50</u>
TOTAL	\$1,400.50

Conclusion

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$1,400.50 for service on the tenant.

The landlord is authorized to serve the tenant at his place of employment if she remains unable to locate his resident address.

December 23, 2010