

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damage to the unit, unpaid rent or utilities, to keep all or part of the security deposit and recovery of the filing fee. The landlord participated in the conference call hearing but the tenants did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issues to be Decided

Is the landlord entitled to any of the above under the Act.

Summary of Background and Evidence

This tenancy started April 1, 1992 and the tenants pay current monthly rent of \$976.00, the tenants paid a security deposit of \$327.50.

October 13, 2010 the landlord, under file 762296 obtained an order of possession for unpaid rent and a monetary order for unpaid rent in the amount of \$655.00.

The landlord testified that the tenants abandoned the rental unit without paying the rent owed, left the suite infested with bedbugs, full of trash and did not remove discarded personal items and furniture. The landlord stated that two truckloads of garbage and discarded items had to be bagged and removed from the rental unit and that the carpets were so dirty and infested with bed bugs that the carpets had to be replaced.

The landlord is requesting a monetary order for the following:

Unpaid rent (minus \$655.00)	\$389.00
Suite cleaning, carpet packing	\$756.00
Carpet replacement	\$2044.00
Window cover cleaning	\$40.00
Damage	\$5385.00
Key replacement	\$100.00
Key fob replacement	\$170.00
Trash removal	\$443.20
Total	9327.20

Law

Residential Tenancy **Policy Guideline 12 Service Provisions**

This Guideline deals with the ways in which documents required or permitted to be given to or to be served on a person under the Residential Tenancy Act and the Manufactured Home Park Tenancy Act (the Legislation) must be served. Such documents may include the tenancy agreement, notices, applications, decisions, orders, statements, summons to testify, and certain types of evidence.

2. SERVICE OF DOCUMENTS with respect to:

An application for Arbitration (except for section 3 below)

An arbitrator's Decision to proceed with a review of an arbitrator's decision

Registered Mail

- *Where a tenant is serving a landlord by registered mail, the address for service must be where the landlord resides at the time of mailing or the address at which the landlord carries on business as a landlord. (See section 5 and 6 below)*
- *Where a landlord is serving a tenant by registered mail, the address for service must be where the tenant resides at the time of mailing, or the forwarding address provided by the tenant.*

Residential Tenancy Policy Guideline **37 Rent increases**

Useful Life of Work Done or Thing Purchased

FINISHES		
1. Carpets		10
2. Flooring		
i. Tile		10
3. Gypsum Board		20
4. Painting	Painting	
i. Exterior		8
ii. Interior		4
FURNISHINGS		
1. Appliances		
ii. Dishwasher		10
iii. Microwave		10
iv. Refrigerator		15
v. Stove		15
2. Cabinets, Counters: Bath, Kitchen		25
3. Drapes, Venetian Blinds		10
3. Mechanical		
A. Faucets		15
B. Tubs, Toilets, Sinks		20

Analysis

Based on the documentary evidence and undisputed testimony of the landlord, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for unpaid rent, cleaning costs and damages.

However I must take into consideration the 'useful life of things' and the fact that this was a 19 year tenancy. It must also be noted that in the absence of any evidence or testimony from the tenant, photographic evidence submitted by the landlord reflects that the tenant did not comply with the Act in regards to maintaining the cleanliness of the rental unit.

I find that the landlord has established a claim for \$5613.00 in unpaid rent, cleaning costs and damages.

The landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for **\$5613.00** in unpaid rent, cleaning costs and damages. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$327.50 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$5335.50** ($\$5613.00 + \$50.00 = \$5663.00 - \$327.50 = \5335.50)

A monetary order in the amount of **\$5335.50** has been issued to the landlord and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: February 10, 2011

Residential Tenancy Branch