



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

A substantial amount of documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by hand on November 16, 2010, and by registered mail that was mailed on November 16, 2010, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$24,482.49 and a request to retain the full security deposit of \$700.00 as well.

Background and Evidence

The applicant testified that:

- The tenant had been a good tenant and always paid his rent in full and on time for over two years.
- The tenant suddenly stopped paying the rent and came up with many excuses, such as his mother was very sick and he had to attend to her in hospital, his mother had

died, he had to have surgery to remove a tumour from his intestines, he had a brain tumour, and he was dying.

- Since he had been a good tenant who always paid his rent on time, they originally believed his excuses and unfortunately allowed him to get away with it for over a year.
- By the time they realized they were being duped, and were able to evict the tenant, the tenant owed an extensive amount of money in back rent.
- When the tenant vacated he left the rental unit extremely dirty and with an extensive amount of damages.
- The garage door was also damaged and had to be replaced as it was not repairable.
- The tenant also took the refrigerator and stove, that had been in the rental unit at the beginning in the tenancy, when he moved out.

The landlords are therefore requesting an order as follows:

Rent outstanding at the end of the tenancy	\$20,882.27
NSF cheque charges 4 X \$25.00	\$100.00
Home damage repairs	\$1387.09
Cleaning	\$320.00
Fridge and stove replacement (used)	\$350.00
Replace garage door	\$1500.00
Bank charges	\$118.13
Filing fee and registered mail costs	\$115.00
Total	\$25,297.49

The applicants therefore request an order allowing them to keep the full security deposit plus interest of \$711.40, and that a monetary order be issued for the balance to the maximum allowed under the Residential Tenancy Act.

Analysis

It is my decision that the landlords have established the full amount claimed against the tenant other than the \$15.00 in registered mail costs, however under the Residential Tenancy Act, they are limited to a total claim of \$25,000.00 plus the filing fee of \$100.00, for a total of \$25,100.00.

It's obvious from the evidence presented that the tenant has used many excuses and promises over the years to keep putting off paying the rent, and it appears from the evidence presented that these were likely all lies to gain the landlords sympathy and trust.

Not only did the tenant fail to pay an extensive amount of rent, the tenant left the rental unit in an extremely dirty and damaged condition, and as a result the landlord has had to spend an extensive amount of money on cleaning and repairs.

The landlords have also shown that a refrigerator and stove, which were in the rental unit at the beginning in the tenancy, were missing at the end of the tenancy and therefore they also had to replace those appliances.

This is been a very expensive tenancy for the landlords that has resulted in the landlords having to take out a loan to cover their mortgage.

Conclusion

The landlords have established a claim for the full \$25,000.00 allowed under the Residential Tenancy Act, plus the \$100.00 filing fee for a total of \$25,100.00. I therefore order that the landlords may retain the full security deposit plus interest of \$711.40, and I have issued a monetary order against the tenant in the amount of \$24,388.60.

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: March 25, 2011.

Residential Tenancy Branch