



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with the landlords' Application for Dispute Resolution seeking a monetary order and an order to allow for substituted service.

The hearing was conducted via teleconference and was attended by the male landlord only. The tenant did not attend.

On July 6, 2011, a Dispute Resolution Officer (DRO) granted an order allowing the landlord to serve the tenant with the Notice of Hearing and related documents, any Decision and Order of a DRO, and the Notice of a Review of the decision or order of a DRO on the respondent at the address of the tenant's business.

In her order the DRO stipulates that service will be sufficiently completed if the landlord submits a copy of the Canada Post delivery confirmation that must include the tenant's signature accepting the registered mail and confirming successful delivery. The landlord provided tracking documents that the tenant refused service by registered mail.

I find the landlord has served the Notice of Hearing and related documents on the tenant in accordance with the above noted order in accordance with Section 89 of the *Residential Tenancy Act (Act)*. I also find the tenant has attempted to avoid service by refusing to accept the landlords' documents. As such, I find the tenant has been served with notice of this hearing sufficiently for the purposes of the *Act*.

As the matters related to substituted service were dealt with separately and no longer need to be addressed, I amend the landlords' Application to exclude any matters related to substituted service.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for the costs of repairs to the rental unit; for monies owed or compensation for damage or loss; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted a copy of a tenancy agreement signed by both parties on August 28, 2010 for an 8 month and 20 day fixed term tenancy beginning on September 11, 2010 for a monthly rent of \$495.00 due on the 1st of each month and a security deposit of \$445.00 was paid.

The landlords submit the tenant failed to pay full rent for the months of February, March, April and May 2011 and seek compensation for this unpaid rent. The total unpaid rent includes full rent for 3 months and \$200.00 for the month of February 2011.

The landlord also seeks compensation in the amount of: \$111.25 for repairs to an oven handle and coat rack; re-installation of a mirror and repairs to a broken window; \$180.00 for cleaning inside the rental unit and the deck; and \$424.48 for the services of a property manager.

The landlord has provided copies of all relevant invoices and receipts and a description of the condition of the rental unit at the end of the tenancy. The landlord did not provide a copy of a Condition Inspection Report for the start of the tenancy.

The landlord testified he hired the realtor to deal specifically and only with the issues of unpaid rent; and inspection of the rental unit and the issuance of the Notice to End Tenancy and that normally he does not utilize a property management company. The landlord testified his alternative would have been to travel from his home community to the community where the rental unit is at a higher expense than use of a property manager.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

I accept, based on the undisputed testimony from the landlord that the tenant failed to pay rent in the amounts indicated by the landlord and that the landlord took all reasonable steps to attempt to mitigate any loss.

While I accept the condition of the rental unit as described by the landlord's undisputed evidence and testimony, I find the landlord has failed to establish the condition at the start of the tenancy to further establish if any damage was caused during the tenancy.

As such, I dismiss the portion of the landlord's Application seeking compensation for the repair of damages.

I do accept the rental unit required cleaning as describe by the landlord's submissions and I accept the cost of that cleaning has been sufficiently quantified and substantiated by the landlords' submissions.

In relation to the landlords' claim for the costs associated with hiring a property manager for the purposes of dealing specifically with this tenant's non-payment of rent and the subsequent activity related to ending this tenancy, I find these costs are those of doing business as a landlord and as such are not recoverable from the tenant. I dismiss this portion of the landlords' Application.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$3,115.00** comprised of \$2,885.00 rent owed; \$180.00 cleaning; and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$445.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$2,670.00**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: October 06, 2011.

Residential Tenancy Branch