



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This was an application by the landlords for a monetary order and an order to retain the security deposit in partial satisfaction of the monetary award. The hearing was conducted by conference call. The landlords called in to the hearing, but the tenant did not call in and did submit evidence. The tenant was served with the application by registered mail sent on July 23, 2011. The landlords testified that the tenant was still residing in the rental unit when the application was mailed.

Issue(s) to be Decided

Is the landlord entitled to a monetary order and if so, in what amount?

Background and Evidence

The rental unit is a house on a large property in Maple Ridge. The tenancy began on December 15, 2008. The tenant paid a security deposit of \$775.00 on December 8, 2008. The initial monthly rent was \$1,550.00. Rent at the end of the tenancy was \$1,600.00. The tenant did not pay rent for July, 2011; payment was stopped on her July cheque and it was returned un-cashed. The landlord testified that the tenant moved out of the rental unit at the end of July, but continued to return to the property. The landlords' testified that the tenant caused extraordinary damage to the rental unit. She allowed large quantities of dirt and fill to be placed on the rental property. The landlord testified that the tenant damaged the electrical wiring in the detached garage and in part of the house. The landlords said the house was flea infested, dirty and smelled of cat urine.

In the application for dispute resolution the landlords claimed payment of the sum of \$4,325.00. In later documents submitted as evidence the landlord stated a claim of \$7,321.33 plus a further \$5,527.20 as the cost for landscaping to repair damage to the property caused by the tenant dumping fill on the land.

The landlords did not apply to amend their claim and the tenant has no notice of the increased amount requested by the landlords.

The landlord submitted an invoice for electrical work performed in the amount of \$721.33. The landlords testified that they paid the said amount.

The landlord has not performed any landscaping because they said they could not afford to do the work. The landlords did not submit a copy of a new tenancy agreement, but they testified that they rented the property to new tenants at a reduced rent of \$500.00 per month commencing in August. The landlords said that the new tenants were to perform work to repair the house in exchange for the reduced rent. There are no photographs showing the condition of the house at the end of the tenancy.

Analysis and Conclusion

The tenant has not been given notice of the landlords' enlarged claim and I deny an amendment to increase the claim based on the lack of a formal application to amend the application for dispute resolution and based on the absence of any notice to the tenant.

I find that the landlord is entitled to recover unpaid rent for July in the amount of \$1,600.00. I award the landlords the sum of \$721.33 spent on electrical repairs. These amounts total \$2,323.33. I accept the landlords' testimony that they will be put to considerable expense to restore the rental property to its pre-rental condition and that the work must be done to satisfy the requirements of the municipality. I accept the quotes as indicative of the upper range of cost to put the land into a condition similar to its former state, but, having regard to the claim made by the landlords in the application I limit the amount awarded to the landlords for landscaping work to the sum of \$2,000.00. The total award to the landlords is the sum of \$4,321.33. The landlords are entitled to recover the \$50.00 filing fee for this application for a total award of \$4,371.33. I order that the landlords retain the security deposit and interest of \$775.76

in partial satisfaction of this award and I grant the landlords a monetary order under section 67 for the balance of \$3,595.57. This order may be registered in the Small Claims Court 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: October 25, 2011.

Residential Tenancy Branch