



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, OPC, OPB, MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only.

The landlord testified he served both tenants with the notice of hearing documents and his Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on April 5, 2012 in accordance with Section 89.

Based on the testimony of the landlord, I find that the tenants have both been sufficiently served with the documents pursuant to the *Act*.

The landlord testified the male tenant moved out of the rental unit on or before April 6, 2012 and the female tenant moved out on or before April 16, 2012. As such there is no longer a need for an order of possession and I amend the landlord's Application to exclude matters related to possession.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent and utilities; for damage to the rental unit; and for 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 *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord submitted a copy of a tenancy agreement signed by the parties on March 5, 2012 for a month to month tenancy for a monthly rent of \$750.00 due on the 1<sup>st</sup> of each month with a security deposit of \$375.00 paid on March 1, 2012.

The landlord testified the tenants caused damage to several closet doors; a kitchen cabinet and door; and to the lock on the door to the unit. The landlord had originally submitted an estimate to replace all of the doors; the lock and the one kitchen cabinet, however the landlord testified that he repair all items except for the lock.

As such the landlord's claim, including an hourly rate of \$40.00 per hour for labour was adjusted to be as follows:

Description	Amount
Repair closet doors 4 hrs	\$160.00
Repair bedroom door 1.5 hrs	\$60.00
Paint and primer	\$75.00
Reinstall 4 doors 2 hrs	\$80.00
Repairs to upper cabinet and door 2 hrs	\$80.00
Lock replacement	\$30.00
Unpaid Rent	\$750.00
Unpaid Utilities	\$80.00
<b>Total</b>	<b>\$1,315.00</b>

The landlord has also indicated in his evidence that he believes he is entitled to \$150.00 for his time to serve the tenants with two notices to end the tenancy. This amount is not included anywhere in the landlord's Application as an amount included in the calculation for the amount of the landlord's claim.

The landlord testified that the tenants failed to pay the full rent for the months of March and April 2012. He further testified that he has not yet received a hydro bill but estimates it to be around \$500.00 and as such claims \$80.00 as the tenants are responsible for 1/2 of the hydro bill according to the tenancy agreement.

### Analysis

Section 37 of the *Act* requires tenants who vacate a rental unit to leave the unit reasonably clean and undamaged except for reasonable wear and tear. From the undisputed testimony of the landlord I accept the condition of the rental unit was as described and find the landlord is entitled to the compensation as noted above for the repairs and lock replacement.

I also accept the landlord's undisputed testimony that the tenants failed to pay full rent for the months of March and April 2012 and I find the landlord is entitled to the amount claimed for unpaid rent. As to the utilities as the landlord has failed to provide a hydro bill, I find the landlord has failed to establish the value of any hydro owing and I dismiss this portion of the landlord's Application.

While it is not clear if the landlord sought compensation in the amount of \$150.00 for his time in delivering notices to the tenants, I find that these costs are a cost of doing business as a landlord and the tenants cannot be held responsible for the landlord's choices on how he served documents nor on the distance between where the landlord lives and where the rental unit is. As such, I dismiss this portion of the landlord's Application.

Conclusion

Based on the above, I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,285.00** comprised of \$750.00 rent owed; \$485.00 for repairs and lock replacement 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 \$375.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$910.00**.

This order must be served on the tenants. If the tenants fail 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: April 24, 2012.

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Residential Tenancy Branch