



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of a monetary order for unpaid rent, for damages to unit and an order to retain the security and pet deposit in partial satisfaction of the claim.

The landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

Preliminary Issue

The landlord testified that the Application for Dispute Resolution and Notice of Hearing were sent to the tenant (NP) by registered mail on February 8, 2012, to the tenant's address. The landlord states she knows the tenant has her mail forwarded to her current location as she is no longer receiving the tenant's mail.

The landlord further testified that the tenant (NP) contacted her shortly after she mailed the documents and the landlord informed the tenant of the hearing date and told the tenant she should pick up the package waiting for her at Canada Post or contact the Residential Tenancy Branch.

Base on the testimony of the landlord, I find the tenant (NP) was served in accordance with Section 90 of the Act.

The landlord testified that the Application for Dispute Resolution and Notice of Hearing were sent to the tenant (RP) by registered mail, to the tenant's last known address. The landlord is unaware if the tenant mail is being forward to a new address. The landlord testified that the tenant (RP) has not resided in the rental unit for the past five months and believes the tenant (RP) may no longer reside in Canada.

Base on the testimony of the landlord, I find the tenant (RP) was not served in accordance with Section 90 of the Act. Therefore, the landlord's application against the tenant (RP) is dismissed with leave to reapply.

Background and Evidence

The tenancy began on May 18, 2010. Rent in the amount of \$1,175.00 was payable on the first of each month. A security deposit of \$575.00 and a pet deposit of \$575.00 were paid by the tenants.

The landlord testified that in January 2012, she had a conversation with the tenant (NP) regarding the dog boarding the tenant was doing in the rental unit. The landlord stated she told the tenant she was going to have to find alternate accommodation if she was going to continuing boarding animals.

The landlord testified that on February 1, 2012, when she went to collect rent from the tenant she discovered the rental unit had been abandon. The landlord states the tenant did not provide her with the required thirty days written notice of ending tenancy. The landlord is seeking compensation for February 2012, unpaid rent.

The landlord testified that the tenant did not clean the carpets and the carpets were stained from the animals. The landlord states she was hopeful that steam cleaning the carpets would be sufficient, however, the carpets were required to be replaced.

The landlord testified that there was considerable damage to the rental unit. There were holes in the bathroom door, rear exit door, and one bi-fold door at the rear entrance closet. The damage to these doors appears to be from someone kicking them.

The landlord testified that there was one hole punched through the drywall in the living room, and the drywall had to be replaced, filled, sanded and the whole wall had to be painted.

The landlord testified that the tenant (NP) had a new boyfriend and they were fighting all the time and at times the police were involved. The landlord states she believes the damage was done during the domestic fights.

Filed in evidence are various receipts to prove the work has been completed to the rental unit. The receipts filed are in an amount greater than claimed by the landlord.

The landlord states she is only claiming the original estimate of \$1,545.60.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The evidence of the landlord was the tenant did not give any notice to end tenancy and abandoned the rent unit.

Section 45 of the Act states - Tenant's notice

45 (2) A tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice,

(b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and

(c) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

I find the tenant breach section 45 of the Act. The tenant was required to provide the landlord with one month notice to end tenancy. Therefore, the landlord is entitled for February 2012, rent in the amount of **\$1,175.00**.

The evidence of the landlord was the tenant's animals stained the carpets in the rental unit and when first estimated it was hopeful that the stains could be cleaned by steam cleaning. However, the landlord stated they were not able to save the carpets and the carpets were replaced. The landlord states she has not sought compensation to replace the carpets as the original estimate only provides for steaming cleaning.

The evidence of the landlord was several doors in the tenant's rental unit were damage by someone kicking the doors and the doors had to be replaced. Therefore, I find the landlord is entitled to compensation for the damaged doors in the rental unit.

The evidence of the landlord was there was a hole in the living room drywall from someone punching the wall. The drywall needed to be replaced, filled, sanded and the whole wall had to be painted. Therefore, I find the landlord is entitled to compensation for the damages to the drywall in the rental unit.

The landlord has proven they are entitled to compensation for the above work. The actual cost for completing the work was greater than the original estimate. However, the landlord is only claiming the amount indicated in the original estimate. Therefore, I find the landlord is entitled to compensation in the amount of **\$1,545.60**.

Therefore, I find that the landlord has established a total monetary claim of **\$2,770.60** comprised of the unpaid rent, damages to the rental unit and the \$50.00 fee paid for this application.

I order that the landlord retain the security deposit of \$575.00 and pet deposit of \$575.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$1,620.60**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord's application is dismissed against the tenant (RP) with leave to reapply.

The landlord is granted a monetary order against the tenant (NP) for the balance due.

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 16, 2012.

Residential Tenancy Branch