

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, unpaid rent or utilities, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

The Landlords attended the hearing by conference call and gave undisputed testimony. The Tenants did not attend. The Landlord stated that the Tenants were served by Canada Post Registered Mail on March 19, 2012. The Landlord states that the notice of hearing and evidence package was returned as refused by the Tenant. The Landlord has submitted copies of the Canada Post Registered Mail Customer Receipts, envelopes and a print out from the Canada Post On-line tracking system. The Landlords state that they sent the package a second time by Canada Post Registered Mail on April 2, 2012 which was unclaimed and returned to them. The Landlord has submitted a copy of the Canada Post Customer Receipt and print out of the on-line tracking as evidence. As such, I find that the Tenants were properly served with the notice of hearing and evidence package under the Act.

Section 72 of the Act addresses **Director's orders: fees and monetary order**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the Landlord's claim for recovery of litigation costs (postage and photographs) are dismissed.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

This Tenancy began on August 15, 2011 on a fixed term tenancy until August 15, 2015 as shown in the submitted copy of the signed tenancy agreement. The monthly rent was \$1,850.00 payable on the 1st (\$925.00) and the 16th (\$925.00) of each month. A

security deposit of \$975.00 was paid on August 15, 2011. The Landlord states that the Tenants moved out at the end of the day on March 4, 2012.

The Landlord seeks a monetary order of \$4,928.00. This consists of \$3,700.00 for loss of rental income for March and April 2012 as the unit was not re-rented until May 1, 2012 because of damage and cleaning required. The Landlord states that a "rent" sign was purchased right away which was placed in front of the home for \$15.02 (staples receipt) and that advertising costs of \$64.69 (receipt from Glacier Media Classified) were paid to quickly advertise the rental unit. The Landlord seeks recovery of labour costs of \$25.00 (March 5), \$40.00 (March 10 + 16), \$40.00 (March 12) to remove garbage to the dump and remove, deliver and re-install a broken glass panel on a French door (\$67.20 receipt from Pacific Glass Works). The Landlord has provided a City of New Westminster Utility bill that ended on March 3, 2012 which the Tenant has failed to pay in the amount of \$408.18. The Landlord is also seeking recovery of \$18.50 for electrical utilities from March 4 to 15. During the hearing, the Landlord, M.M. withdrew this portion of the claim from the application. As such, this second utility amount requires no further action. The Landlord is submitting receipts from the Coquitlam Transfer Station for dump fees on March 22, 2012 for the carpet (\$20.00) and March 30, 2012 (\$20.00). The Landlord has submitted receipts for the cost of storing the Tenant's personal property, \$32.14 for plastic wrap and \$80.00 for labour, \$78.00 for the dump fee costs of removing the personal property after waiting 60 days and \$400.00 for the labour. The Landlord seeks \$168.00 (receipt from Merry Maids dated March 30) for general cleaning. The Landlord states that this is for 4 hours of cleaning for 2 cleaners. The Landlord states that the cleaning by the service was inadequate and required a further 4 hours of cleaning by her. The Landlord is seeking \$100.00 for labour and relies on the photographs submitted on the condition of the rental. The Landlord also seeks recovery of \$17.49 and \$26.45 (Rona Receipts dated April 10 and 11). The Landlord is seeking recovery of \$26.80 (Rona Receipt dated April 13) for paint touch up and to patch up of holes. The Landlord is seeking recovery of \$61.60 and \$373.27 (receipts from Lowes dated April 8 and 11) for the replacement of a urine stained carpet. The Landlord's monetary amount based upon these claims total, \$5,676.05.

Analysis

I accept the undisputed testimony and documentary evidence submitted by the Landlord and find that the Landlord has established a claim for a monetary order of \$5,676.05. However, the Landlord's monetary claim is limited based upon their application to \$5,000.00. The Landlord has established a monetary claim for \$5,000.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. The Landlord may retain

the \$975.00 security deposit currently held in partial satisfaction of the claim and I grant the Landlord a monetary order for the balance due of \$4,075.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$4,075.00.
The Landlord may retain the security deposit.

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: May 22, 2012.

Residential Tenancy Branch

