



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPB, MND, MNSD, FF, O

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit - Section 67;
2. An Order to retain the security deposit - Section 38;
3. An Order of Possession – Section 55; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the first named Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

### Preliminary Matters

The Landlord states that the residence of the second named Tenant in the application is unknown and that the application for dispute resolution and notice of hearing for this Tenant was sent to the first named Tenant by registered mail.

The Act provides the following requirements for service of the Application

- 89** (1) An application for dispute resolution or a decision of the director to proceed with a review under Division 2 of Part 5, when required to be given to one party by another, must be given in one of the following ways:
- (a) by leaving a copy with the person;
  - (b) if the person is a landlord, by leaving a copy with an agent of the landlord;

- (c) by sending a copy by registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;
- (d) if the person is a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant;
- (e) as ordered by the director under section 71 (1) [*director's orders: delivery and service of documents*].

As the Landlord did not served the Application to the second named Tenant at a his residence, I cannot find that service has been accomplished in accordance with Section 89 of the Act and I therefore dismiss the application in relation to the second named Tenant.

As the tenancy has ended and the Landlords have possession of the unit, I find that the Landlords do not have a requirement for an Order of Possession and I dismiss this part of the application.

#### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

#### Background and Evidence

The tenancy began on November 1, 2011 for a fixed term to October 31, 2012. The tenancy ended on March 31, 2012. Rent in the amount of \$1,900.00 was payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$950.00 and a pet deposit of \$150.00. A mutual move-in inspection was completed by the Parties and at the end of the tenancy, the Landlord offered the Tenant two opportunities to conduct a mutual move-out inspection however the Tenant failed to show for the inspection. The Landlords completed the inspection and sent a copy of the inspection report to the Tenant.

The Tenant left the unit unclean and with damages as follows:

- All carpets were left unclean and required cleaning at the cost of \$166.66;
- Two year old dining room carpet contained dog feces and urine stains requiring replacement at the reduced cost of \$430.84;
- The thermostat was broken and required replacement at the cost of \$22.49;
- Keys to the front door and shed were not returned requiring replacement at the cost of \$8.96;
- Walls were damaged by nail and screw holes requiring patching, sanding and painting at a cost of \$400.00;
- The windows, kitchen and bathrooms were unclean requiring cleaning at a cost of \$60.00;
- The bathroom door handle was broken requiring replacement at the cost of \$14.40.

The Landlord also claims the cost of registered mail to the Tenants for service of documents.

### Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party and that costs for the damage or loss have been incurred or established.

Based on the undisputed evidence of the Landlord, I find that the Tenant failed to leave the unit reasonably clean and undamaged and that the Landlord is entitled to recover costs of **\$1,103.35** to clean and repair the unit. As the Act does not provide for compensation in relation to service costs, I dismiss this part of the claim. I find that the

Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$1,153.35**. Deducting the security and pet deposit plus interest in the combined amount of **\$1,100.00**, leaves the amount of **\$53.35** owed by the Tenant to the Landlord. .

Conclusion

**I order** that the Landlord retain the **deposit** and interest of \$1,100.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$53.35**. If necessary, this order may be filed 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: June 13, 2012.

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Residential Tenancy Branch