



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for compensation for cleaning and repair expenses and to recover the filing fee for this proceeding.

The Landlord said the Tenant did not provide him with a forwarding address at the end of the tenancy and as a result, he hired a skip tracer to locate her at her residential address. The Landlord said he served the Tenant with the Application and Notice of Hearing (the “hearing package”) to the Tenant’s residence by registered mail on June 19, 2012, however she did not pick it up and it was returned to him unclaimed. The Landlord said he then contacted the Tenant on the “Linkedin” social network and provided her again with copies of the hearing package. Section 90(a) of the Act says a document delivered by mail is deemed to be received by the recipient 5 days later even if they refuse to pick up the mail. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant’s absence.

Issue(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for cleaning and repair expenses and if so, how much?

Background and Evidence

This tenancy started on February 1, 2011 and ended on March 1, 2012. Rent was \$1,750.00 per month payable in advance on the 1st day of each month. The Landlord said the Tenant gave him post-dated cheques for the rent at the beginning of the tenancy but then advised him not to cash them because there were no funds to cover them. The Landlord said the Tenant made only two payments toward rent during the tenancy; \$800.00 in June 2011 and \$1,000.00 in January 2012. Consequently, the Landlord said the Tenant has rent arrears of \$20,950.00.

The Landlord said in August of 2011, the Tenant provided him with a signed but unwitnessed document entitled "Promissory Note" in which she offered to pay interest of 18% annually on rent arrears accrued to that date. The Landlord sought to recover that rate of interest on all rent arrears accrued to the end of the tenancy. The Landlord also said the Tenant abandoned some furnishings in the rental unit at the end of the tenancy that had to be disposed of and claimed that some additional cleaning and repairs were required as a result of the Tenant's dog. The Landlord also claimed that due to the Tenant's failure to make repairs to the dishwasher, it had to be replaced and he sought to recover the cost of a new one. The Landlord admitted that neither a move in nor a move out condition inspection report was completed. The Landlord further claimed that the Tenant did not return the keys to the mail box at the end of the tenancy and he incurred expenses to replace them.

Analysis

In the absence of any evidence to the contrary, I find that there are rent arrears of \$20,950.00 and award the Landlord that amount. I find that there is insufficient evidence to conclude that there was an agreement that the Tenant would be responsible for paying interest of 18% on rent arrears. The Landlord admitted that the "promissory note" or letter containing a promise to pay rent arrears from the Tenant dated August 20, 2011 was simply an offer by the Tenant which he did not accept and the tenancy agreement does not provide for the payment of interest or a late fee. Consequently, the Landlord's claim for interest on rent arrears is dismissed without leave to reapply.

I also find that there is insufficient evidence to compensate the Landlord for cleaning or repair expenses at the end of the tenancy. The Landlord provided an invoice dated April 21, 2012 which included \$1,260.00 for his agent "preparing the rental unit as per attached estimate." The Landlord did not provide the attached estimate but claimed it was to remove belongings of the Tenant and to take care of some unspecified issues resulting from her dog. However, in the absence of a move in or a move out condition inspection report or any other reliable evidence of the condition of the rental unit at the beginning and at the end of the tenancy (such as photographs), I cannot conclude that the Tenant should be responsible for cleaning and repair expenses (including replacement of the dishwasher). Consequently, that part of the Landlord's claim is also dismissed without leave to reapply.

In the absence of any evidence from the Tenant to the contrary, I find that she did not return the keys to the mail box at the end of the tenancy and therefore I grant the Landlord compensation of \$32.48 to replace them. I find that there is no authority under the Act for the Landlord to recover expenses for a skip tracer. The Act does not make provision for the recovery of costs associated with bringing and serving a dispute resolution other than recovery of the filing fee. Consequently, this part of the Landlord's claim is dismissed without leave to reapply.

I find that the Landlord is entitled pursuant to s. 72(1) of the Act to recover from the Tenant the \$100.00 filing fee he paid for this proceeding.

Conclusion

A Monetary Order in the amount of \$21,082.48 has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: August 20, 2012.

Residential Tenancy Branch