



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNR; MND; MNDC; MNSD; FF

### **Introduction**

This is the Landlords' application for a Monetary Order for unpaid rent, unpaid utilities and damages to the rental unit; for compensation for damage or loss under the Act, regulation or tenancy agreement; to retain the security deposit in partial satisfaction of their monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlords' agent gave affirmed testimony at the Hearing.

The Landlords' agent testified that the Notice of Hearing documents were mailed to the Tenant, via registered mail, to the rental unit on August 13, 2012. She stated that a copy of the Documents was sent, in separate envelopes, to both of the Tenant's aliases, at the address the Tenant gave on the move-out Condition Inspection Report. The Landlords provided copies of the registered mail receipts and the Condition Inspection Report in evidence.

The Landlords' agent stated that she also provided the Tenant copies of the Landlord's documentary evidence by registered mail sent October 9, 2012. The Landlord's agent provided the tracking numbers for the registered mail.

Based on the affirmed testimony of the Landlords' agent and the documentary evidence provided by the Landlords, I am satisfied that the Tenant was duly served with the Notice of Hearing documents and copies of the Landlords' documentary evidence by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

### **Preliminary Matter**

The Landlords' Application identifies two Tenants. The Landlords' agent stated that there is only one Tenant, who goes by two different last names. The Condition Inspection Report provided in evidence is signed by the Tenant, using a different last name at the move-out Condition Inspection from the name used at move-in. Therefore, I amended the Landlords' application to reflect that there is only one Tenant, and that she is known by both names.

### **Issues to be Decided**

- Are the Landlords entitled to compensation for loss of revenue for the month of August, 2012?
- Are the Landlords entitled to a monetary award for unpaid utilities, gardening, repairing damages and cleaning the rental unit?
- May the Landlords apply the security deposit towards partial satisfaction of their monetary award?

### **Background and Evidence**

#### **The Landlords' agent gave the following testimony and evidence:**

A copy of the tenancy agreement was provided in evidence. Monthly rent was \$1,500.00, due the first day of each month. Rent did not include utilities. The Tenant paid a security deposit in the amount of \$750.00 on April 27, 2008 and a pet damage deposit in the amount of \$300.00 on June 2, 2009.

The Landlords' agent testified that the Tenant ended the tenancy without due notice to the Landlords. She stated that the Tenant gave written notice to end the tenancy on July 3, 2012, effective July 31, 2012. The Tenant also verbally told the Landlord's agent that she would actually be moving out on July 21, 2012.

The Landlord's agent testified that she advised the Tenant that the rental unit would be listed immediately, but the Tenant asked that it not be shown before July 6, 2012, because it was not clean and ready for showing. On July 6, 2012, the Tenant told the Landlord's agent that the house was still not ready to be shown. The Landlord's agent stated that she asked to see the inside of the house and the Tenant refused to allow her access. The Landlord's agent went to the rental unit on July 21, 2012 to perform a move out inspection, but there was garbage, boxes and clothing throughout the house. The Landlord's agent stated that the bedroom doors would not open because they were blocked by clothing all over the floor. No condition inspection took place and every day from July 22 to 27, 2012, the Landlord's agent went back to perform a move-out inspection, but the Tenant had not finished cleaning and the house was still full of her belongings. On July 31, 2012, the Tenant was still not finished moving and the house was a mess. The Landlords provided the Tenant a final notice of condition inspection for August 1, 2012 at 6:00 p.m.

On August 1, 2012, the inspection took place. The house had not been cleaned at all and the yard was full of garbage, furniture and weeds. The tenancy agreement included a term that the Tenant was responsible for watering and mowing the lawn, and keeping

the flowerbeds in good order and condition. The Tenant's furniture and garbage were finally removed from the yard on August 3, 2012, and the Landlord was able to show the rental unit and re-rent it for September 1, 2012. The Landlords provided photographs in evidence.

The Landlords' agent stated that the Tenant did not pay the outstanding water bill. The Landlords provided a copy of the invoice in evidence.

The Landlords seek a monetary award, calculated as follows:

Loss of revenue for August, 2012	\$1,500.00
Unpaid water bill (April 28, 2012 to July 31, 2012)	\$359.74
Repairs made by Landlord (remove carpet, repair holes, fix door) 10 hours @\$20.00	\$200.00
Window cleaning (invoice provided)	\$30.00
Cleaning house (invoice provided)	\$537.50
Landlords' labour, weeding (3.75 hours @20.00)	\$75.00
Registered mail costs	<u>\$21.21</u>
TOTAL claim	\$2,723.45

### **Analysis**

There is no provision in the Act for the recovery of the cost of serving another party. This portion of the Landlords' application is dismissed.

Based on the Landlords' agent's undisputed testimony and documentary evidence provided, I find that:

- the Tenant did not provide due notice to end the tenancy as required by Section 45 of the Act;
- the Tenant did not leave the rental unit in a reasonably clean condition and repair damages contrary to Section 37 of the Act;
- the Tenant did not pay the water bill as required under the tenancy agreement; and
- the Tenant did not keep the yard in good order and condition as required under the tenancy agreement.

I find that the Landlords suffered a loss as a result of the Tenant's breach of the Act and the tenancy agreement and that the Landlords have established their monetary claim for in the total amount of **\$2,702.24**.

Pursuant to the provisions of Section 72(2)(b) of the Act, the Landlords may apply the security deposit and pet damage deposit towards partial satisfaction of the Landlords' monetary award. Interest in the amount of \$7.65 has accrued on the security deposit. No interest has accrued on the pet damage deposit.

The Landlords have been successful in their application and I find that they are entitled to recover the cost of the **\$50.00** filing fee from the Tenant.

I hereby provide the Landlords a Monetary Order calculated as follows:

Monetary award	\$2702.24
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$2,752.24
Less deposits and accrued interest (\$750.00 + \$300.00 + \$7.56)	<u>- \$1,057.56</u>
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$1,694.68</b>

### **Conclusion**

The Landlords' copy of this Decision is accompanied by a Monetary Order in the amount of **\$1,694.68** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: October 29, 2012.

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Residential Tenancy Branch