



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing her to retain the security deposit.

The landlord testified that she served the tenants with the application for dispute resolution and notice of hearing (the "Hearing Documents") via registered mail sent to the rental unit. The documents were mailed after the tenants had vacated the rental unit and were returned to the landlord. The landlord was able to personally serve the tenant C.P. with the documents for both himself and the tenant L.B. when C.P. was seen at the residential property. The landlord testified that C.P. and L.B. are a couple living together in a marriage-like relationship.

Section 89 of the Act outlines the means by which Hearing Documents may be served. Registered mail is permitted, but must be sent to the address at which the recipient resides or to a forwarding address provided by a tenant. Because the landlord sent the Hearing Documents to an address at which she knew the tenants no longer resided, I find that service via registered mail was not effective. I find that the tenant C.P. was properly served when the landlord personally served him with his copy of the Hearing Documents but I find that the tenant L.B. has not been properly served with the documents. Although C.P. and L.B. may be living together, service on C.P. is not effective as against L.B. and I am not persuaded that C.P. gave the Hearing Documents to L.B. I therefore dismiss the claim as against L.B.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began in February 2011 at which time the tenants paid a \$412.50 security deposit. Rent was set at \$825.00 and was payable in advance on the first day of each month.

On or about July 16, 2012, the landlord served the tenants with a one month notice to end tenancy for cause, effective on August 31, 2012. The tenants did not pay rent for August and they vacated the rental unit on August 5. The tenants failed to return one set of keys, they left the drapes and carpets in a soiled condition and they failed to adequately clean the rental unit. The landlord claims the following costs:

Unpaid rent	\$ 825.00
Drape cleaning	\$ 60.00
Carpet cleaning	\$ 120.00
General cleaning	\$ 75.00
Filing fee	\$ 50.00
Total:	\$1,155.00

### Analysis

I accept the landlord's undisputed testimony and I find that the tenants were obligated to pay rent in the month of August as the notice to end tenancy was not effective until the end of the month. I find that the landlord is entitled to recover the cost of replacing keys, cleaning and filing the application and I award the landlord \$1,155.00.

### Conclusion

The landlord has been awarded \$1,155.00. I order the landlord to retain the \$412.50 security deposit in partial satisfaction of the claim and I grant her a monetary order under section 67 for the balance of \$742.50. This order may be filed in the Small Claims Division of the Provincial 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: November 01, 2012

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Residential Tenancy Branch