



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for compensation for damage to the unit, site or property, for compensation for loss or damage under the Act, regulations or tenancy agreement, to recover the filing fee for this proceeding and to retain the security deposit as partial payment of these claims.

The Landlord said he had previously applied for a substitution of service Order because he could not locate the Tenant. The Landlord was granted a substitution of service Order and the Landlord served the Application and Notice of Hearing (the "hearing package") by person to the Tenant's mother on November 5, 2012. Based on the evidence of the Landlord, I find that the substitution of service to the Tenant's mother was done as required by s. 71 and 89 of the Act and the hearing proceeded in the Tenant's absences.

Issues(s) to be Decided

1. Are there damages to the unit and if so how much?
2. Is the Landlord entitled to compensation for the damage and if so how much?
3. Are there other losses or damages and if so how much?
4. Is the Landlord entitled to compensation for the losses or damages and if so how much?
5. Is the Landlord entitled to retain the Tenant's security deposit for damages?

Background and Evidence

This tenancy started on April 1, 2011 as a fixed term tenancy for 1 year and then was renewed on February 1, 2012 as a fixed term tenancy with an expiry date of January 31, 2013. Rent was \$1,650.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$825.00 in advance of the tenancy. The tenancy ended some time prior to June 9, 2012 when the Tenant abandoned the rental unit. A move in condition inspection report was completed and signed on February 3, 2011 and a move out condition inspection report was completed and signed by the Landlord. The Tenant did not give the Landlord a forwarding address.

The Landlord said the Tenant abandon the rental unit when the Landlord questioned the Tenant about a grow operation for marijuana in the rental unit. The Landlord said he discovered the rental unit abandoned on June 9, 2012, when he inspected the property. The Landlord said he found the unit in very poor condition and the basement still had the grow operation equipment set up in it. The Landlord provided photographs of the poor condition of the rental unit and the grow operation equipment. The Landlord said he has had to do extensive cleaning, repair work and decontamination to bring the rental unit back to a condition to rent it again. As a result of the Landlord has made the following application and monetary claims:

- Indoor labour costs 73.5 hours at \$30.00/hour as in the tenancy agreement for \$2,205.00
- Outdoor labour costs 14 hours at \$35.00/hour as in the tenancy agreement for \$490.00
- The miscellaneous cost of supplies and services to clean and repair the rental unit \$1,226.23 (receipts provided for all items)
- Repair septic system \$719.60 (receipts provided)
- Contract work expenses for professional cleaners specializing in grow operation clean ups. The Landlord provided 3 receipts for \$5,014.72, \$1,997.50 and for \$7,280.00. The Landlord said this work was required to clean and decontaminate the rental unit because of the effects of the grow operation. The total expense for cleaning and decontamination is \$14,292.22.
- The Landlord said his total monetary claim for damage and loss is \$18,933.05.

The Landlord continued to say that all the work has been done and he has rent the unit to new tenants as of August, 2012.

The Landlord also requested to recover the filing fee of \$100.00 for this application if he is successful.

The Landlord said in closing that he did not have insurance to cover the costs of repairs, cleaning and decontaminating therefore the costs he has incurred are a direct loss to him and he hopes to recover these costs from the Tenant as the Tenant was the sole reason for the damage to the rental unit.

Analysis

For a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

I accept the Landlord's affirmed testimony and evidence that the Tenant abandoned the rental unit in June, 2012 as a result of the Landlord discovering that the Tenant had a grow operation for marijuana in the rental unit. I also accept the Landlords evidence that the costs he incurred to bring the unit back to a rentable state were necessary, were caused solely by the Tenant and that the Landlord has proven his losses and he mitigated the losses by doing much of the work himself. Consequently I find for the Landlord and I award the Landlord \$18,933.05 in damages as a result of restoring the rental unit from the effects of a marijuana growing operation.

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenants the \$100.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in partial payment of the damages. The Landlord will receive a monetary order for the balance owing as following:

	Restoration costs of Rental Unit	\$ 18,933.05
	Recover filing fee	\$ 100.00
	Subtotal:	\$19,033.05
Less:	Security Deposit	\$ 825.00
	Subtotal:	\$ 825.00
	Balance Owing	\$ 18,208.05

Conclusion

A Monetary Order in the amount of \$18,208.05 has been issued to the Landlord. A copy of the Order must be served on the Tenant or comply with the Substitution of Service Order dated October 26, 2012: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: January 30, 2013

Residential Tenancy Branch

