



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TRANSPACIFIC REALTY ADVISORS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF, SS

### Introduction

This hearing was convened in response to an application filed by the landlord seeking:

1. A monetary order for damage, compensation for loss, unpaid rent and recovery of the filing fee;
2. An Order to be allowed to retain the security deposit;
3. An Order to be allowed to serve documents by substituted service.

### Preliminary Issues – Service and Application for Substituted Service

The tenant did not appear at this hearing. The landlord testified that after repeated requests the respondent provided his forwarding address to the landlord on January 18, 2013. The landlord provided evidence that she served the tenant with this claim and Notice of Hearing by way of registered mail sent to the address provided on January 23, 2013 which was returned marked unclaimed. Given that the package was returned as unclaimed the landlord believed she needed to make an application to seek a substituted means of serving the tenant.

The Act sets out the means by which a party may be served and registered mail sent to the party's forwarding address is an approved means of service. This remains so whether or not the party attends to claim the registered mail. I am therefore satisfied that the tenant has been served with notice of this claim and this hearing by one of the methods set out in the Act and I am therefore prepared to proceed with this hearing. The landlord's application seeking substituted service is dismissed as it is not required.

The landlord gave evidence under oath.

Issue(s) to be Decided

Is the landlord entitled to the Orders sought?

Background and Evidence

This tenancy began in March 2012 and ended on September 30, 2012. Rent was fixed at \$750.00 and the tenant paid a security deposit of \$375.00. The landlord submitted a Residential Tenancy Agreement showing that this tenancy was set for a fixed term tenancy ending February 28, 2013. The tenant agreed to pay \$350.00 in liquidated damages if he ended the fixed term or is in breach of the Act or a material term such that the tenancy would end. The tenant testified that despite the fixed term the tenant vacated the rental unit on September 30, 2012 without notice. The landlord therefore claims rent of \$750.00 for October 2012 and liquidated damages of \$350.00.

Further, the landlord testified that the tenant caused severe damage to the rental unit when he fell asleep while cooking causing a fire in the unit. The tenant did not have tenant's insurance and initially the parties agreed that the tenant would pay the landlord's fire insurance deductible of \$2,450.00. The tenant made one payment of \$200.00 before vacating without notice. The landlord therefore claims the balance owing of \$2,250.00 and the following costs:

Suite cleaning 14 hours @ \$30.00 per hour	420.00
Cost of replacing living room blind	150.00
Replace Oven (due to fire)	547.68
City of New Westminster Electrical Service Charge left unpaid	157.51
Filing Fee	50.00
Substituted-service application filing fee	25.00
Total	1350.19

The landlord submitted photographs of the condition of the rental unit at move-out and invoices to reflect costs as set out above.

Analysis

Based on the undisputed evidence of the landlord I will allow the claim in the sum of \$4,675.19 which sum includes rental arrears, the cost of the fire damage deductible less the payment made, liquidated damages and the other costs set out above save for the charge for the \$25.00 substituted service application fee which application proved unnecessary.

The landlord will be allowed to retain the security deposit of \$375.00 paid May 5, 2012 (no interest having accrued) leaving a balance owing by the tenant to the landlord in the sum of \$4,300.19.

Conclusion

The landlord is given a formal Order enforceable as any Order of the Provincial 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: April 02, 2013

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Residential Tenancy Branch

