



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DOMUS MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with a landlord's application for a Monetary Order for damage or loss under the Act, regulations or tenancy agreement. The tenant did not appear at the hearing. The landlord testified that he sent the original Application for Dispute Resolution to the tenant via registered mail on March 26, 2013 and the amended application via registered mail sent on April 24, 2013. The landlord provided the registered mail receipts, including tracking number, as proof of service. The landlord testified that the address used to send the hearing documents to the tenant is the address of the tenant's parents, as it appears on the tenancy application. The landlord stated that he was informed by the co-tenant that the tenant had moved back to his parent's home after the tenancy ended. In the absence of any evidence to the contrary I accepted the landlord's submission that the tenant is residing with his parents and I was satisfied the tenant was served with the Application for Dispute Resolution, as amended, in a manner that complies with the Act.

Issue(s) to be Decided

Is the landlord entitled to recover the amounts claimed against the tenant?

Background and Evidence

The six month fixed term tenancy commenced September 1, 2012 and was set to expire February 28, 2013. The co-tenants paid a security deposit and pet damage deposit totalling \$805.00 and were required to pay rent of \$805.00 on the 1st day of every month. The tenants were also required to pay 40% of the hydro bill.

The landlord was provided an Order of Possession due to unpaid rent for February 2013 under the Direct Request procedure on February 26, 2013.

By way of the amended Application the landlord requested recovery of the following amounts:

Unpaid rent: February 2013	\$ 805.00
Hydro	136.24
Cleaning	145.00
Carpet cleaning	105.28
Drape cleaning	110.00
Filing fee fo Order of Possession	50.00
Less: security deposit and pet damage deposit	(805.00)
Less: amount collected from co-tenant	<u>(250.00)</u>
Total	\$ 296.52

The landlord submitted during the hearing that the drape cleaning cost was actually less at \$95.72 and requested the claim be reduced further to \$282.24. I have amended the claim as this request is beneficial to the tenant.

The landlord provided documentary evidence that the co-tenant had authorized the landlord to retain the security deposit and pet deposit, in writing, in partial satisfaction of amounts owed to the landlord.

The landlord provided copies of receipts and invoices to substantiate the amounts claimed against the tenant. I noted the cleaning invoice was only \$120.00 yet the claim for cleaning was \$145.00. The landlord explained that the invoice for cleaning reflects labour only and does not include the cleaning supplies supplied by the landlord.

The landlord also provided copies of the tenancy agreement, tenants' ledger, condition inspection report, photographs of the rental unit, and the Direct Request decision and Order of Possession issued February 26, 2013.

Analysis

Co-tenants are jointly and severally liable for amounts owed to the landlord. A landlord may pursue one or all co-tenants to recover amounts owed to the landlord under the co-tenancy. In this case, the landlord collected \$250.00 from the co-tenant and is pursuing this tenant for the remainder owed to the landlord which is the landlord's right to do. It is up to the co-tenants to apportion amounts owed to the landlord among themselves.

I am satisfied by the documentary evidence provided to me that the co-tenant authorized the landlord to retain the security deposit and pet deposit in writing in partial

satisfaction of the amounts owed to the landlord. I find the landlord has correctly reflected the retention of the deposit in making this claim by reducing the claim accordingly.

Upon review of the receipts and invoices I find the landlord has largely substantiated the amounts claimed against the tenant. Although the tenancy was less than one year in duration, I am satisfied the landlord is entitled to claim carpet cleaning and drape cleaning pursuant to clause 44 of the tenancy agreement and because the tenants had a pet in the rental unit.

I do not award the landlord the filing fee paid to obtain the Order of Possession that fee was paid under a different Application and I cannot change or alter a decision issued under a different Application. As such I am limited to considering an award for the Application before me. Since the landlord was successful with this Application, I award the landlord the filing fee paid for this Application for Dispute Resolution.

In light of the above, I provide the landlord with a Monetary Order in the amount of \$282.24 as requested. The Monetary Order must be served upon the tenant and may be filed in Provincial Court (Small Claims) to enforce as an order of the court.

Conclusion

The landlord has been provided a Monetary Order in the amount of \$282.24 to serve and enforce as necessary.

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: July 05, 2013

Residential Tenancy Branch