



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Gateway Property Management Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, FF

Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for money owed or compensation for damage or loss and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed evidence. The Tenant did not attend or submit any documentary evidence. The Landlord states that the Tenant was served with the notice of hearing package by Canada Post Registered Mail on May 23, 2013. The Landlord provided in her direct testimony the Canada Post Registered Mail Tracking number as confirmation. The Landlord also stated in her direct testimony that she received an email from the Tenant confirming that the package was received as well as an email from the Tenant confirming his forwarding address in writing. I accept the undisputed testimony of the Landlord and find that the Tenant has been properly served with the notice of hearing package and the submitted documentary evidence.

The Landlord clarified at the beginning of the hearing that the rental unit was owned by the strata and the Tenant was employed as a caretaker for the property management company.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Background and Evidence

The Landlord states that the Tenant was a former caretaker for approximately 4.5 years with no signed tenancy agreement. The monthly rent was \$750.00 and no security deposit was paid.

A condition inspection was scheduled on April 3, 2013 where the Tenant/Resident Caretaker failed to attend and did not provide a forwarding address at the time. The Landlord states that attempts to contact the Tenant were unsuccessful. The Landlord states that with no keys to access the rental unit, a locksmith attended on April 8, 2013 to drill the lock and replace the lockset. The Landlord states that the rental unit was left dirty, uninhabitable filled approximately 1,000 lbs of pottery clay along with several boxes of garbage. The Landlord noted that all of the Tenant's personal belongings had been removed as well as the refrigerator being emptied. The Landlord stated that the Tenant's forwarding address was received by email on May 5, 2013 so that the Landlord could forward the Tenant's mail.

The Landlord seeks a monetary claim of \$6,340.92. This consists of the replacement of two fobs for the rental unit of \$200.00, the reprogramming of the master security fob for \$375.15, \$328.90 for the locksmiths charge to drill and replace the lockset on the rental unit, cleaning cost of \$682.50 for approximately 21 hours of cleaning, the replacement of various missing parts for the stove, washer/dryer, dishwasher and clothes dryer for \$289.54, plumbing service of \$310.28 for all of the clogged drains in the rental unit, \$3,065.47 for garbage removal, repair service for the damaged kitchen drawers, replacement of missing vanity pulls, an access panel, damaged trim and a clogged exterior vent, \$1,444.95 for the cost of replacing the damaged carpet (Landlord states that the carpet was upgraded to laminate flooring and the Tenant was credited for the carpet being 6 years old), \$652.51 for the cleaning of the drapes, \$2.50 for replacement of a railing, \$5.81 for the replacement of missing light bulbs, \$8.48 for a missing sink strainer, \$6.66 for the replacement of missing ice trays, replacement of a broken toilet lever for \$11.19, \$25.00 for mileage for shopping for missing parts, \$533.26 for obtaining quotes/coordinating repairs and \$475.00 for the loss of rental income for April (prorated for 19 of 30 days based upon a \$750.00 monthly rent).

The Landlord has submitted copies of receipts/invoices for all claims and relies on photographs submitted that show the condition of the rental unit at the end of the tenancy.

Analysis

I accept the undisputed evidence of the Landlord and find that a monetary claim of \$5,782.66 has been established. The Landlord has provided copies of receipts/invoices and photographs detailing the damage that occurred and the costs required to repair/replace items to bring the rental unit to a rentable state. I also find that the

Landlord is also entitled to recovery of the loss of rental income as it is clear that reasonable efforts were made to have the unit in a rentable state after 19 days.

However, Section 72 of the Act addresses **Director's orders: fees and monetary order**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the Landlord's claim for recovery of litigation costs (mileage, personal time obtaining quotes and coordinating repairs are dismissed.

The Landlord is also entitled to recovery of the \$100.00 filing fee. I grant the Landlord a monetary order for \$5,882.66. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$5,882.66.

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: August 09, 2013

Residential Tenancy Branch

