



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER EVICTION SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OPR, MNR, MNSD, MNDC, FF

Introduction

In the first application the tenants seek to cancel a ten day Notice to End Tenancy. At the first hearing it was agreed that the tenancy would end July 16, 2013. The tenants vacated the premises. Their application therefore stands withdrawn or cancelled.

In the second application the landlord sought an order of possession, now redundant, and a monetary award for unpaid rent and utilities.

The July 9th hearing was adjourned to today. The parties were verbally informed of the new date, time, telephone number and passcode (same number and code as for the July 9 hearing) and they were sent new hearing letters to the addresses confirmed by them.

None of the three tenants attended for today's hearing.

Since the last hearing date and the tenants' move-out, the landlord amended its claim to include a claim to recover cleaning and repair costs. That amended claim has been served only on the tenant Ms D. M.-H.. It was sent by registered mail to the forwarding address she provided verbally at the July 9 hearing. That mail remains "unclaimed."

I find that the tenant Ms. D. M.-H. has been duly served with the amended claim pursuant to s. 89(1)d) of the *Residential Tenancy Act*. The other two tenants have not been served with the amendment.

On the undisputed evidence of Ms. M. A., I find that the tenants are indebted to the landlord for \$200.00 unpaid February 2013 rent, \$100.00 unpaid April 2013 rent, \$100.00 unpaid May 2013 rent, \$1300.00 unpaid June 2013 rent, \$1800.00 for loss of July rental income and \$347.88 in unpaid utilities; a total of \$3847.88 plus the \$50.00 filing fee. I authorize the landlord to retain the \$900.00 security deposit in reduction of

the amount owing. There will be a monetary order against the tenants Mr. B. W. and Mr. Wm. B., jointly and severally, for the remainder of \$2997.88.

In regard to the amended claim, I find, on the undisputed evidence, that the landlord is owed an additional \$6856.41 for the repair, cleaning and replacement costs as itemized in the landlord's document entitled "14908 – 76 Repair cost." I grant the landlord a monetary award against Ms. D. M.-H. for this additional cost as only she has been served with the amended claim. There will be a monetary order against her in the total amount of \$9854.29.

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: September 05, 2013

Residential Tenancy Branch

