



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### Introduction

This is an application for a Monetary Order for \$21,455.35, a request for recovery of the \$100.00 filing fee, and a request to retain the full security deposit towards the claim.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Has the landlord established a monetary claim of \$21,455.35?

### Background and Evidence

The applicant's agent testified that:

- They live on the same property as the tenants, however they had to go to India for a wedding and while they were away the tenants put in the illegal marijuana grow operation in the rental unit.
- The property was subsequently raided by the police and the City of Penticton put a No Occupancy Order in place.
- As a result of the damage caused by the marijuana grow operation they had extensive remediation and repair costs, and also lost two months' rent.

They are therefore requesting a Monetary Order as follows:

Okanagan Remediation Services	\$2500.00
Skaha Electric	\$308.95
Medallion Health the Homes	\$4565.00
Snaire Plumbing Services	\$215.25
Modern Pur Air	\$294.00
City of Penticton	\$630.00
Outstanding utility bills	\$1799.76
Kirvi Construction and Development	\$8542.39
Lost rental revenue	\$2600.00
Filing fee	\$100.00
Total	\$21555.35

The respondent testified that:

- He does not dispute that there was a marijuana grow operation in the rental unit, nor does he dispute the monetary amounts claimed by the landlord.
- It is his position however that he was no longer living in the rental unit, and his wife put in the grow-op without his knowledge, and therefore she's the one who should be responsible for the landlord's costs and losses.
- He further argues that his name should be removed from the application as he was not served within the three-day time limit, and the address on the application is not, and never has been his mailing address.
- He does admit that he did receive the hearing package eventually at his present mailing address, and he assumes the landlords must've got his address from his wife.

### Analysis

It is my finding that both the male respondent, and female respondent have been sufficiently served with notice of today's hearing. The applicants testified that the female respondent was served personally on June 28, 2013, and that the documents were initially mailed to the male respondent on June 28, 2013.

The documents were returned to the landlords, stating that it was an incorrect address, however the landlords were able to obtain the male respondents present address and the documents were re-served, and were received by the male respondent well before today's hearing, thereby giving him sufficient time to prepare for today's hearing.

It is also my finding that the male respondent is jointly responsible for the damages to the rental unit, as he was a co-tenant in the rental unit with the female respondent, and even if he physically moved out of the rental unit in 2012, he is still on the tenancy agreement and therefore can be held liable for any damages to the rental unit.

Further I reviewed the damage claim submitted by the landlord and it's my finding that I will allow the full amount claimed, especially since the respondent stated that he does not dispute the amounts.

I also allow the request for recovery of the filing fee.

### Conclusion

I have allowed the applicants full claim of \$21,555.35 and I therefore order that the landlord may retain the full security deposit plus interest of \$650.21, and I've issued a Monetary Order in the amount of \$20,905.14.

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: October 02, 2013

---

Residential Tenancy Branch

