



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MND, MNR, MNSD, FF

Introduction

This hearing was convened by way of a conference call in response to an on-line application made by the landlord for an Order of Possession and a Monetary Order for unpaid rent or utilities. The landlord also applied for: damage to the unit, site or property; to keep all or part of the pet damage or security deposit; and to recover the filing fee from the tenant for the cost of the application.

The landlord appeared for the hearing and provided affirmed testimony as well as documentary and digital evidence prior to the hearing.

The landlord made the application for dispute resolution on October 17, 2013 and was provided with hearing documents on October 21, 2013 for service on the tenant. However, the landlord was unable to serve the tenant the hearing documents in accordance with the *Residential Tenancy Act* (referred to as the "Act"). As a result, the landlord made an application for substituted service on October 23, 2013 requesting permission to serve the tenant with the hearing documents to her place of work. On October 25, 2013 the landlord was given permission to serve the hearing documents to the tenant's place of work in accordance with section 71 of the Act.

As a result, the landlord amended his original application to increase his monetary claim and remove his application requesting an Order of Possession as the tenant had moved out at this point. The landlord testified that he served the tenant with a copy of the amended application, the Notice of Hearing, the substituted service decision, a copy of the CD containing pictures of damages to the rental suite and the documentary evidence, to the tenant by registered mail to her place of work.

Section 90 of the Act states that a document served by mail is deemed to have been received five days later. The landlord confirmed that the package sent to the tenant was received and signed for according to the Canada Post website. Based on this, I find that

the tenant was served the necessary documents for this hearing in accordance with the Act. The landlord was also permitted, under Section 11.5 of the Rules of Procedure, to provide a copy of the invoices relating to the monetary claim after the hearing took place.

The tenant failed to appear for the hearing or provide any evidence prior to the hearing despite being served in accordance with the Act. In the absence of any evidence from the tenant, the landlord's undisputed evidence has been carefully considered in this decision.

Issue(s) to be Decided

- Is the landlord entitled to unpaid rent in the amount of \$900.00?
- Is the landlord entitled to a Monetary Order for damages to the rental suite?
- Is the landlord entitled to keep all of the security deposit in partial satisfaction of the claim?

Background and Evidence

The landlord testified that the tenancy started on December 1, 2012 for a fixed term of one year. The landlord and tenant completed a written tenancy agreement and the landlord collected a security deposit from the tenant in the amount of \$450.00 on November 7, 2012. Rent was payable by the tenant to the landlord in the amount of \$900.00 on the first day of each month.

The landlord completed a move-in condition inspection at the start of the tenancy and a move-out inspection at the end of the tenancy in the absence of the tenant. However, the landlord failed to provide any of the reports relating to the condition inspections conducted.

The landlord's testified that the tenant failed to pay rent on October 1, 2013. As a result, the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid rent or Utilities by posting it on the door with a witness. The notice to end tenancy and a 'Proof of Service' document verifying the method of service with a witness was provided as evidence. The notice to end tenancy shows that the tenant failed to pay \$900.00 that was due on October 1, 2013 and that the effective date of vacancy was October 16, 2013.

The landlord testified that the tenant abandoned the rental suite on October 16, 2013 in accordance with the notice but left behind considerable damage to the rental suite. As a result, the landlord now seeks the following amounts in relation to these damages:

- \$144.45 in carpet cleaning. The landlord testified that the rental suite was carpeted throughout, apart from the kitchen and bathrooms, and that the tenant had left them dirty, with oil and bleach stains. The carpet was heavily soiled with dirt and debris which had not been cleaned by the tenant.
- \$353.10 for the cleaning of the rental suite. The landlord testified that the tenant had not even attempted to clean the rental suite. The kitchen had been left filthy and none of the appliances including the stove, fridge and oven were cleaned. The bathrooms had also not been cleaned and the tenant had left behind garbage and debris which had to be removed.
- \$400.00 for the repair of the bathroom cabinet door which the landlord testified had been kicked in and broken by the tenant. The landlord testified that cabinet doors had to be made and installed by his father's construction company who could make them cheaper than having them professionally made.

The landlord provided a large amount of photographic evidence on a CD to support the above testimony including receipts relating to the carpet cleaning and cleaning of the rental suite which was undertaken by professional companies. To support his claim for the repair of the bathroom cabinets, the landlord provided a statement from his father stating that the repair of the bathroom cabinet doors took place between October 25, 2013 and November 25, 2013 for a total cost of \$400.00.

Analysis

In relation to the landlord's claim for unpaid rent, I find that the landlord has provided sufficient evidence, based on the notice to end tenancy that the tenant failed to pay for October, 2013 rent. As the tenant left in the middle of the month and the landlord was unable to re-rent out the property because of the damages to the rental suite, as evidenced by the landlord's photographic evidence, I find that the landlord is entitled to recover October, 2013 unpaid rent in the amount of \$900.00.

Section 37(2) (a) of the Act states that a tenant must leave the rental suite reasonably clean and undamaged, except for reasonable wear and tear, at the end of the tenancy. Based on the affirmed testimony of the landlord provided above, the photographic evidence, the invoices for the carpet cleaning and cleaning of the rental suite, and the statement from the tenant's father to support the repair of the bathroom cabinet, I find

that the landlord is entitled to recover these costs from the tenant in the amount of \$897.55.

Therefore, it is my finding that the landlord be awarded a total amount of \$1,797.55 monetary compensation for this claim.

As the landlord has been successful in this matter, the landlord is entitled to also recover from the tenant the \$50.00 filing fee for the cost of this application. Therefore, the total amount awarded to the landlord is \$1,847.55.

As the landlord already holds a \$450.00 security deposit, I order the landlord to retain this amount in partial satisfaction of the claim awarded pursuant to Section 38(4)(b) of the Act. As a result, the landlord is awarded \$1,397.55.

Conclusion

For the reasons set out above, I grant the landlord a Monetary Order pursuant to Section 67 of the Act in the amount of **\$1,397.55**. This order must be served on the tenant and may then be filed in the Provincial Court (Small Claims) and enforced as an order of that court if the tenant fails to make the payment in accordance with the landlord's instructions.

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: January 27, 2014

Residential Tenancy Branch

