



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNR; MND; MNSD; MNDC; FF

### **Introduction**

This is the Landlord's application for a Monetary Order for unpaid rent, damages and compensation for damage or loss under the Act, regulation or tenancy agreement; to retain the security deposit in partial satisfaction of her monetary award; and to recover the cost of the filing fee from the Tenants.

The Landlord gave affirmed testimony at the Hearing.

The Landlord testified that she served the Tenant AW with the Notice of Hearing documents by registered mail to the forwarding address AW provided when he dropped off his keys on December 3, 2013. She testified that the Tenant KK did not provide a forwarding address, so the Landlord sent his copy of the Notice of Hearing documents to his work place and to his grandmother's house. The Landlord stated that she attempted to personally serve KK at his place of work, on December 24 and 26, 2013, but he was not there. The Landlord provided copies of the registered mail receipts and tracking numbers in evidence.

The Landlord testified that she provided the Tenants with copies of her documentary evidence by mail, sent February 4, 2014. She sent AW's copy to his forwarding address and KK's copy to his work place.

The Tenants did not sign into the Hearing, which remained open for 30 minutes.

Sections 88 and 89 of the Act determine the method of service for documents. The Landlord has applied for a Monetary Order which requires that the Landlord serve each of the Tenants as set out under Section 89(1). In this case, I find that only the Tenant AW was duly served in accordance with the requirements of the Act. Tenants are jointly and severally responsible for the payment of rent under a tenancy agreement. In other words, the Landlord may choose to seek a monetary award against one or both of the Tenants. The Landlord indicated that she wished to proceed against the Tenant AW only. As the Landlord did not serve the Tenant KK, as required by Section 89(1) of the Act, the Landlord's monetary claim against him is dismissed without leave to reapply. It will be up to the Tenants to apportion any monetary award between themselves.

### **Issues to be Decided**

- Is the Landlord entitled to a Monetary Order for unpaid rent for December, 2013, and damage to the rental unit?

### **Background and Evidence**

The Landlord gave the following testimony:

A copy of the tenancy agreement was provided in evidence. This tenancy began on March 1, 2013. Monthly rent was \$930.00 including utilities, due on the first day of each month. The Tenants paid a security deposit in the amount of \$425.00 at the beginning of the Tenancy.

The Landlord stated that the Tenants did not pay rent when it was due on December 1, 2013. The Tenants did not provide written notice to end the tenancy. AW moved out on December 1, 2013. KK moved out on December 15, 2013. A Condition Inspection was scheduled for December 16, 2013, but neither Tenant showed up. KK did not return his keys to the rental unit.

The Landlord testified that the Tenants did not clean the rental unit at the end of the tenancy and left furniture and garbage at the rental unit. The hallway carpet was ruined and the walls were damaged and required paint. The rental unit was freshly painted in August, 2012.

The Landlord testified that a 12 foot x 6 foot section of carpet had to be replaced. She stated that the estimate of \$280.72 consisted of \$100.00 for materials, \$150.00 for installation and \$30.72 in tax. She stated that the carpet was 6 years old.

The Landlord provided photographs, taken December 16, 2013, an invoice for garbage removal, and copies of estimates in evidence.

The Landlord seeks a monetary award, as follows:

Unpaid rent for December, 2013	\$930.00
Garbage removal	\$90.00
Landlord's labour to clean suite (6 hours) based on \$50.00 an hour as charged by cleaning company	\$300.00
Cost of replacing carpet in hallway	\$280.72
Cost of painting rental unit	<u>\$785.00</u>
TOTAL	\$2,385.72

## **Analysis**

Based on the Landlord's undisputed testimony, and further to the provisions of Sections 7 and 67 of the Act, I find that the Landlord is entitled to unpaid rent for the month of December, 2013, in the amount of **\$930.00**. I accept the Landlord's testimony that the Tenants did not provide valid notice to end the tenancy and did not pay rent for the month of December, 2013.

I find that the Landlord has provided sufficient evidence with respect to her claim of **\$90.00** for the cost of removing the Tenants' discarded furniture and garbage.

I find the Landlord's claim for the cost of cleaning to be excessive. I award the Landlord the amount of **\$180.00** for this portion of her claim (6 hours x \$30.00).

Residential Tenancy Branch Policy Guideline 1 provides the useful life of materials. Carpets have a useful life of 10 years and indoor paint has a useful life of 4 years. Therefore, I have prorated the Landlord's monetary award with respect to paint and carpet, as follows:

Carpet:  $\$280.72 \times 4 \text{ years remaining} / 10 = \mathbf{\$112.29}$

Paint:  $\$785.00 \times 2.5 \text{ years remaining} / 4 = \mathbf{\$490.63}$

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the award. No interest has accrued on the security deposit.

The Landlord has been successful in her application and I find that she is entitled to recover the cost of the **\$50.00** filing fee from the Tenant AW.

I hereby provide the Landlord with a Monetary Order against the Tenant AW, calculated as follows:

Unpaid rent	\$930.00
Garbage removal	\$90.00
Cleaning	\$180.00
Carpet (adjusted)	\$112.29
Painting (adjusted)	\$490.63
Recovery of the filing fee	\$50.00
Subtotal	\$1,740.63
Less security deposit	- \$425.00
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$1,315.63</b>

**Conclusion**

The Landlord's application against the Tenant KK is dismissed without leave to reapply.

The Landlord is hereby provided with a Monetary Order in the amount of **\$1,315.63** for service upon the Tenant AW. This Order may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

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: March 07, 2014

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Residential Tenancy Branch

