



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD

Introduction

This Hearing was convened to consider the Landlords' Application for Dispute Resolution.

The Landlord SI gave affirmed testimony at the Hearing.

SI testified that the Notice of Hearing documents and copies of the Landlords' documentary evidence were mailed to the Tenant on December 17, 2013, via registered mail, to the address the Tenant gave as a forwarding address. SI testified that he received the Tenant's forwarding address by text message on December 4, 2013. The Landlords provided a copy of the registered mail receipt and tracking numbers in evidence. SI testified that the registered documents were returned to the Landlords on January 15, 2014, unclaimed.

Based on SI's affirmed testimony and the Landlords' documentary evidence, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail pursuant to the provisions of Section 89(1)(c) of the Act. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being duly served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

Preliminary Matter

This is the Landlords' application for a Monetary Order for unpaid rent and damages; to retain the security deposit and pet damage deposit in partial satisfaction of their monetary ward; and to recover the cost of the filing fee from the Tenant.

The Landlord SI stated that the Landlords seek to retain the security deposit and pet damage deposit only and that they do not require a Monetary Order for any amount over and above the amount of the deposits. SI stated that he did not believe the Landlords would be able to collect any balance of money owed. Therefore, the Landlords withdrew their application for a Monetary Order and to recover the cost of the filing fee from the Tenant.

Issue to be Decided

- Have the Landlords provided sufficient evidence that they are entitled to a monetary award in the equivalent of at least the amount of the security and pet damage deposits?

Background and Evidence

SI gave the following testimony:

A copy of the tenancy agreement was provided in evidence. There were three co-tenants. The Landlords have chosen to file their Application against the Tenant GC only. This tenancy began on March 1, 2010. Monthly rent was \$850.00, due the first day of each month. The Tenants were also required to pay ½ of the utilities. The Tenants paid a security deposit in the amount of \$425.00 and a pet damage deposit in the amount of \$330.00, for a total of \$755.00.

SI testified that during the 3rd week of October, 2013, the Tenant GC told the Landlords that he would be moving out of the rental unit. No written notice to end the tenancy was given to the Landlords. GC agreed to pay a portion of November's rent, in the amount of \$650.00, which was \$200.00 short.

GC and his co-tenants did not remove all of their possessions from the rental unit; did not return the keys; and did not clean the rental unit before they moved out. GC and the co-tenants caused damage to the rental unit, above normal wear and tear, including damage to the carpet, blinds and stove. The kitchen faucet and a pipe were leaking, causing water damage. GC and the co-tenants did not advise the Landlord that repairs were needed to the faucet and to a pipe in the bathroom. SI testified that it took more than 20 hours for the Landlords to clean and repair the rental unit.

SI testified that the Landlord's loss totals well over the amount of the deposits, as follows:

Unpaid rent for November, 2013	\$200.00
Cost of garbage removal	\$100.00
Cost to replace carpet (cat damage)	\$420.00
Cost to repair stove	\$100.00
Repairs to blinds, closet door, faucet, bathroom pipe	\$100.00+
Landlord's labour (cleaning and repairs) (20 hours +)	<u>\$500.00+</u>
TOTAL	\$1,420.00+

The Landlords provided copies of estimates, invoices and photographs in support of their application.

Analysis

Co-tenants are jointly and severally responsible for damages and debt under a tenancy agreement. In other words, the Landlord may choose to file a claim against any or all of the co-tenants. It is up to the co-tenants to apportion the debt among themselves.

Based on SI's undisputed affirmed testimony and the photographs and other documents provided in evidence, I am satisfied that the Landlords have established their claim in the amount of at least \$755.00.

I accept SI's undisputed affirmed testimony that the Landlords were unaware of the Tenant's forwarding address until December 4, 2013. The Landlords filed their application against the security and pet damage deposit within the 15 days allowed under Section 38 of the Act.

Therefore, pursuant to the provisions of Section 72 of the Act, I order that the Landlords retain the security deposit and pet damage deposit in satisfaction of their monetary claim.

Conclusion

The Landlords may retain the security deposit and pet damage deposit in the total amount of \$755.00. The Landlords withdrew their claim for any amount over and above the total of the deposits.

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: April 08, 2014

Residential Tenancy Branch

