



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Li-Car Management Group
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNR; MND; MNDC; MNSD; FF

Introduction

This is the Landlord's application for a Monetary Order for unpaid rent and damages; compensation for damage or loss under the Act, regulation or tenancy agreement; to apply the security and pet damage deposits towards partial recovery of its monetary award; and to recover the cost of the filing fee from the Tenants.

The Landlord's agents gave affirmed testimony at the Hearing.

The Landlord's agents testified that the Notice of Hearing documents and copies of the Landlord's documentary evidence were mailed to each of the Tenants, via registered mail, on January 29, 2014. The Landlord provided copies of the registered mail receipts and tracking numbers in evidence.

The Landlord's agents testified that the Tenant SM gave a forwarding address on January 16, 2014, and that they assumed the other two Tenants had moved to the same address. A copy of the Tenant SM's letter was provided in evidence.

A search of the Canada Post tracking system indicates that an attempted delivery was made of the package that was sent to SM and a notice card was left indicating where the item could be picked up. The Landlord's agents stated that SM's package was returned to the Landlord, unclaimed.

The other two packages were also returned to the Landlord because the recipients were not located at the address provided. I explained to the Landlord's agents that there was insufficient proof of service upon the Tenants BK and MG.

With respect to the Tenant SM, I am satisfied that she was duly served pursuant to the provisions of Section 89(1)(c) of the Act. Service in this manner is deemed to be effective 5 days after mailing the documents.

The Landlord's agents stated that they wished to proceed against the Tenant SM only. Co-tenants are jointly and severally responsible for debts and damages incurred under a tenancy agreement. In other words, a landlord may choose to proceed against one or any of the co-tenants. It is up to the co-tenants to apportion any monetary award among themselves.

Rule 10.1 of the Residential Tenancy Branch Rules of Procedure provides as follows:

Commencement of Hearing The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

The Landlord's agents chose to proceed against the Tenant SM only, and therefore, the Landlord's application against the Tenants MG and BK was dismissed without leave to reapply. Despite being served with the Notice of Hearing documents, the Tenant SM did not sign into the teleconference and the Hearing proceeded in her absence.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order for unpaid rent, NSF charges, cleaning and garbage disposal, replacing damaged doors, and changing locks at the rental unit?

Background and Evidence

The Landlord's agents gave the following testimony:

A copy of the tenancy agreement was provided in evidence. This tenancy began on October 1, 2012. Monthly rent at the beginning of the tenancy was \$1,200.00 due on the 1st day of each month. A rent increase came into effect on October 1, 2013, raising the rent to \$1,245.00. The Landlord provided a copy of the Notice of Rent Increase in evidence. The Tenants paid a security deposit in the amount of \$600.00 and a pet damage deposit in the amount of \$600.00 on September 14, 2012.

The Tenants did not pay rent when it was due on December 1, 2013, so the Landlord issued a 10 Day Notice to End Tenancy on December 23, 2013. A copy of the Notice was provided in evidence. The Tenants did not dispute the Notice to End Tenancy.

The Landlord attempted to arrange a Condition Inspection but no agreement was made regarding a date and time. On January 9, 2014, the Landlord issued a Notice of Final Opportunity to Schedule a Condition Inspection, which was posted to the Tenants' door on January 9, 2014. On January 15, 2014, the Landlord's agent performed a move-out inspection in the absence of the Tenants. A copy of the Condition Inspection Report

was provided in evidence. The Landlord's agents stated that they were not certain when the Tenants moved out, and that they had abandoned items at the rental unit. The keys were not returned.

The Landlord's agents stated that:

- it took 3 hours to remove all the garbage from the rental unit and that they had to rent a dumpster to contain it all;
- the locks were changed to secure the rental unit;
- walls were damaged and electrical plates, 5 closet doors and a bedroom door were damaged and needed to be replaced which took a total of 6 hours; and
- every surface in the rental unit was dirty and it took 8 hours to clean.

The Landlord seeks a monetary award, calculated as follows:

Unpaid rent for December, 2013 and January, 2014	\$2,490.00
NSF fee for returned December rent cheque	\$25.00
Cleaning (labour and supplies)	\$305.00
Replace doors (material and labour)	\$435.00
Change locks	\$45.00
Garbage removal (labour and bin rental)	<u>\$383.00</u>
TOTAL AMOUNT CLAIMED	\$3,683.00

Analysis

I accept the undisputed affirmed testimony of the Landlord's agents in its entirety.

I find that the Tenants did not pay rent for the month of December, 2013, or January 14, 2014. The tenancy agreement includes a clause for NSF charges, and I allow this portion of the Landlord's claim.

Based on the Landlord's agents' testimony and the documentary evidence provided, I find that the remainder of the Landlord's claim is reasonable. I find that the Landlord has established a total monetary award of **\$3,683.00**.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit and pet damage deposit towards partial satisfaction of the its monetary award.

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

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

Unpaid rent and NSF charge	\$2,515.00
Cleaning and garbage removal (labour and supplies)	\$688.00
Damage repair (labour and supplies)	\$435.00
Replace locks	\$45.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$3,733.00
Less security deposit and pet damage deposit	<u>- \$1,200.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$2,533.00

Conclusion

The Landlord's claim against the Tenants MG and BK is **dismissed without leave to reapply**.

I hereby provide the Landlord with a Monetary Order in the amount of **\$2,533.00** for service upon the Tenant SM. 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: May 29, 2014

Residential Tenancy Branch

