



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This is an application filed by the landlord for a monetary order request for damage to the unit, site or property, for money owed or compensation for damage or loss, for unpaid rent or utilities, to keep all or part of the security deposit and recovery of the filing fee.

The landlord attended the hearing by conference call and gave undisputed testimony. The tenant did not attend. The landlord states that the tenants were served with the notice of hearing package and the submitted documentary evidence by substitution service via email as ordered in a decision dated March 26, 2014 on April 4, 2014. The landlord has provided a copy of the substitution service order and copies of the notice of hearing package, the submitted documentary evidence and a copy of the email as confirmation. I accept the evidence of the landlord that the tenant was properly served as per the substitution service order.

The landlord clarified during the hearing that there were many clerical typo errors where the dates were entered incorrectly and stated that this tenancy began in March 2012 and ended prematurely on November 30, 2013.

Issue(s) to be Decided

Is the landlord entitled to a monetary order?

Is the landlord entitled to retain the pet damage and security deposits?

Background and Evidence

This tenancy began on March 1, 2012 on a fixed term tenancy ending on February 28, 2013 as shown by the submitted copy of the signed tenancy agreement. The landlord states that a new fixed term tenancy beginning on April 1, 2013 ending on March 31,

2014 was signed, but did not provide a copy. The landlord states that the current monthly rent is \$2,250.00 payable on the 1st of each month and a security deposit of \$1,100.00 and a pet damage deposit were paid.

The landlord states that the tenants breached the fixed term tenancy by vacating the rental unit on November 30, 2013 before the end on March 31, 2014.

The landlord seeks a monetary claim of \$10,125.00 which was amended due to the updated details of the damages to \$20,519.51. This consists of \$492.80 to replace a dining room ceiling light, \$180.00 to replace a damaged portion of the hardwood floor, \$11,250.00 for the loss of rental income from December 2013 to the end of the fixed term tenancy on March 31, 2014 (\$1,125.00 for unpaid rent for October 2013 \$2,250.00 for December 2013, \$22,50 for January 2014, \$2,250 for February 2014, \$2,250 for March 2014). The landlord also seeks \$600.00 for the cost of the replacement of the basement carpet, \$325.00 for general cleaning costs, \$10.00 for the cost of replacing a garbage container, \$131.50 for pest control services, \$163.51 for lock smith services, \$2,349.16 for handy man services, \$70.08 for paint, \$657.91 for electronic supplies and accessories, \$280.00 for fixing...., \$50.14 to check a dishwasher, \$751.41 to replace a dishwasher, \$150.00 for plumber services, \$1,413.00 for electrician services, \$170.00 for bathroom door repairs and \$350.00 for cleaning.

The landlord has provided a copy of an incomplete condition inspection report for the move-in and the move-out. The landlord noted on the report, "They refuse to disclose their forwarding address I end up has to apply to substitute service by email to serve them documents." The report notes, "damage to appliances, water damage on the brand new wood floors. Replace carpet. Light fixtures replacement. Many repairs has to done in order to restore the property." The landlord has also submitted photographs showing damaged ceiling light fixtures, garbage left by the tenant in the rental unit, a broken door, dirt left inside, water damage in the ceiling.

The landlord states, "The tenants breached the contract by creating a pest issue in the house, and not responsibly resolving the issues. They decided to breach the contract and move out with less than one week notice. They left the property in terrible condition and I gave the tenants 3 weeks time to clean up the property after their early move-out. They did not clean up the property but made more damage in the property by stealing the ceiling light fixtures. They also made many changes in the property without permission. The landlord states that as of the date of this hearing, the rental unit has not yet been re-rented.

Analysis

I find on a balance of probabilities that the landlord has established a monetary claim based upon the undisputed evidence of the landlord. The landlord has provided copies of invoices and receipts for each of the monetary claims made totalling, \$20,519.51. The landlord has also provided a witness, M.B., a prospective tenant viewed the rental in December 2013 and noted and confirmed the damage and state of the rental unit as outlined by the landlord. This is also confirmed by the landlord's submitted photographic evidence. The landlord has established a total amended monetary claim of \$20,519.51. The landlord is also entitled to recovery of the \$100.00 filing fee. I order that the landlord retain the \$2,200.00 combined pet and security deposits in partial satisfaction of this claim and I grant a monetary order under section 67 for the balance due of \$18,419.51. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$18,419.51.
The landlord may retain the combined pet damage and security 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: June 5, 2014

Residential Tenancy Branch

