



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC

Introduction

This hearing dealt with an application by the landlord for a monetary order. The parties agreed that the application for dispute resolution and notice of hearing (the "Hearing Documents") for both of the tenants was sent to J.P.'s address. J.P. participated in the hearing and R.M. did not. J.P. testified that the other tenant, R.M., had never lived at that address.

In order to serve R.M. with the Hearing Documents via registered mail, the landlord must serve her either at the address at which she resides or the forwarding address she provided. I find that because R.M. did not provide a forwarding address and because she has never resided at the address to which the landlord sent the Hearing Documents, I find that R.M. has not been properly served with the Hearing Documents and therefore the claim as against R.M. is dismissed.

At the hearing, J.P. alerted me to the fact that her last name had been misspelled on the application for dispute resolution and asked me to amend the application. The landlord did not object. The style of cause in this decision and the accompanying order reflects that correction.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that the tenancy began in the summer of 2013 and ended on August 31, 2013 and that the tenants paid a \$450.00 security deposit. The parties further agreed that the 2 tenants were joint tenants, renting under a single tenancy agreement. J.P., the tenant who appeared at the hearing, testified that she had substantially moved out in early August and R.M. moved out in September. She did not dispute the

landlord's allegations of damage and loss and took the position that R.M. alone should be held responsible for the damage. The landlord's testimony is as follows.

R.M. was required to vacate the unit by August 31, 2013, pursuant to a notice to end tenancy. When the landlord discovered that she had not removed her belongings by that date, he asked her if he could move her belongings into storage as new tenants were taking possession of the unit in September. R.M. agreed that her belongings could be stored and specified which belongings she wanted to store and which should be discarded. The landlord seeks to recover \$151.75 in storage costs.

R.M. left a considerable amount of abandoned items, including furniture, and garbage at the rental unit and the landlord hired a company to remove those items at a cost of \$503.35 which he now seeks to recover. The landlord did not provide a receipt for this expense.

The landlord spent \$53.00 on fees for the landfill which he seeks to recover.

The landlord testified that the carpet was left soiled and seeks to recover the \$105.00 spent to clean the carpet.

The landlord paid \$260.00 to 4 men to move R.M.'s furniture from the unit and seeks to recover this amount.

The landlord spent 6 hours cleaning the rental unit and seeks to recover \$110.00 in compensation.

The landlord seeks to recover the \$50.00 filing fee paid to bring this application.

Analysis

When tenants enter together into a single tenancy agreement, they are jointly and severally liable for any damage or loss resulting from their tenancy. This means that the landlord may choose to pursue both of the tenants or either of the tenants and it also means that each tenant is responsible for losses caused by the other. While I accept that the tenant J.P. vacated the unit prior to R.M. and that she may not have had any part in leaving belongings in the unit or failing to clean, she is legally liable for those costs as she did not obtain the landlord's permission to absolve her of liability. J.P. is free to pursue compensation from R.M. through the Small Claims Court.

I accept the landlord's undisputed testimony and with the exception of the cost of removing garbage, I find all of the costs outlined above to be reasonable. As the landlord did not provide a receipt showing the amount paid to remove the garbage, I

dismiss the claim for \$503.35 as unproven. Although the landlord did not provide a receipt for the landfill fees either, I find this cost to be reasonable as it is clear that some fees would be payable for the amount of garbage and belongings which were left behind. The landlord did not provide a receipt for the movers or his own labour for cleaning, but as these were friends who assisted him, I would not expect him to formalize that transaction in writing and I accept that the money was paid. I accept that the landlord is entitled to recover the value of his own labour and would not require a receipt.

Conclusion

The landlord has been successful as follows:

Storage costs	\$151.75
Landfill fees	\$ 53.00
Carpet cleaning	\$105.00
Furniture moving	\$260.00
Cleaning	\$110.00
Filing fee	\$ 50.00
Total:	\$729.75

Although the landlord did not make a claim to retain the security deposit, I find it appropriate to apply the deposit to the award. I order the landlord to retain the \$450.00 security deposit in partial satisfaction of the claim and I grant him a monetary order under section 67 for the balance of \$279.75. This order may be filed in the Small Claims Division of the Provincial Court 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: July 04, 2014

Residential Tenancy Branch

