



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND, FF

### Introduction

This is an application filed by the landlord for a monetary order for damage to the unit, site or property and recovery of the filing fee.

The landlord attended the hearing by conference call and gave undisputed testimony. The tenant did not attend or submit any documentary evidence. The landlord states that the tenant vacated the rental unit without providing a forwarding address in writing on April 30, 2014. The landlord states that a skip tracer was utilized and that the tenant was located in Panorama City, California, U.S.A. and has submitted documents from his skip tracer with the tracing invoice and declarations. The landlord states that the skip tracer personally served the tenant at the family home via her sister as shown by the skip tracer's declaration. The sister stated that the tenant did not reside at the family home, but that she offered to accept the package. The landlord also states that the skip tracer also attended on a later date and personally served an individual he believed to be the tenant's father. The adult male refused to accept the package and the package was left at the residence door. The landlord also states that copies of all documents were all emailed to the tenant's active email address except for photographs and a complete set was sent by Canada Post Registered Mail which was refused by the recipients. As such, I am satisfied that both parties have been properly served with the notice of hearing package and the submitted documentary evidence.

At the beginning of the hearing it was clarified with the landlord that the following claims were being dismissed as they do not comply with Section 72 of the Act. The landlord has made claim for David Varty Law Office Consultation Fee \$98.00, Morley Skip Tracing Invoice \$220.50, Photocopy charges \$26.25 and \$50.76 and a Process Serving Fee of \$100.00. Section 72 of the Act addresses **Director's orders: fees and monetary order**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute.

At the end of the hearing the landlord clarified and provided the tenant's mailing address for delivery of the decision was in Panorama City, California, U.S.A. The landlord's application shall be amended to provide the tenant's new mailing address.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order?

### Background and Evidence

This tenancy began on April 1, 2011 on a fixed term tenancy ending on March 31, 2012 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement dated March 27, 2011. The monthly rent is \$1,350.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$675.00 was paid on March 27, 2011.

The landlord states that the tenant vacated the rental unit on April 30, 2012 and left the rental unit with many damages. The landlord states that the unit was re-rented on April 30, 2014 with a new tenant. The landlord has provided copies of the completed condition inspection report dated March 27, 2011 which notes no issues with the condition as the landlord states that this was the first tenant in a newly finished property. The landlord has also submitted copies of the completed condition inspection report for the move-in on April 30, 2014 with the new tenant noting all of the damages left. The landlord also relies on the incomplete condition inspection report dated April 30, 2012 and the submitted photographs of the rental property. The landlord has also provided documents from several trades professionals who noted the condition of the rental unit and their deficiencies. The landlord states that the rental unit was left with damage to many walls, the flooring (stained carpet) which could not be cleaned or repaired requiring replacement.

The landlord seeks a total monetary claim of \$5,552.46. This consists of a claim for \$300.00 for partial paint and repair work, \$482.85 for repair and replacement of broken parts for the oven and fridge, \$100.00 for recovery of the cost to compensate the new tenant for the many repair inconveniences left by the old tenant, \$262.50 from Service Master Restoration for an Estimate/Inspection Fee, \$131.25 from First Class Carpet Cleaning that attempted to clean the carpets, but determined after that replacement was the only option. The landlord has also provided a total of 5 different estimates listed on the application was range from \$5,546.00 for replacement costs of the carpet and completion of repair/paint work to \$840.00 for an estimate for paint only and \$2,035.95 for carpet replacement only.

### Analysis

I accept the undisputed evidence of the landlord and find that a monetary claim for damages has been established based upon reviewing the landlord's invoices and estimates for \$4,152.55. As all repairs have not yet been completed, I am satisfied that the landlord has submitted sufficient evidence of the estimated painting and carpeting costs as shown by the 5 different estimates provided. I accept the landlord's two lowest estimates for \$840.00 for painting and \$2,035.95 for the carpet replacement as proof that the landlord has made reasonable effort to mitigate any possible charges and has shown that damage was caused by the tenant and what the true cost of repairs would be.

The landlord is also entitled to recovery of the \$100.00 filing fee. I grant the landlord a monetary order for \$4,252.55. 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 \$4,252.55.

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 15, 2014

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Residential Tenancy Branch

