



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNDC, FF

### Introduction

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

The landlords both attended the hearing by conference call and gave undisputed evidence. The tenant did not attend or submit any documentary evidence. The landlord states that the tenant was served with the notice of hearing package and the submitted documentary evidence in person on April 30, 2014. The landlords have submitted a copy of a video in their electronic evidence that shows the tenant being served with the notice of hearing package and the submitted documentary evidence. I am satisfied based upon the undisputed evidence of the landlord that the tenant has been properly served.

It was clarified with both the landlords that as the application for dispute resolution was filed for a monetary claim of \$4,000.00 and that the landlord submitted documentary evidence of a monetary claim for \$7,542.11 that the hearing proceeded to deal with the amount applied for of \$4,000.00 as the landlord failed to amend the monetary claim and serve the tenant with the amended application.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order?

### Background and Evidence

The landlords both state that there is no signed tenancy agreement, but that this tenancy began on July 15, 2007 on a month to month basis and ended on April 15, 2014 when the tenant moved out. The landlords state that the monthly rent was

\$780.00 payable on the 1<sup>st</sup> of each month and that there were no security or pet damage deposits.

The landlord seeks a monetary claim of \$4,000.00 which consists of \$780.00 for unpaid rent for April 2014, \$540.99 for the cost of materials purchased to repair damage, \$3,465.00 in labour costs, \$2,121.12 in estimated material costs to complete repairs and \$585.00 in estimated labour costs to complete repairs.

The landlords state that the tenant vacated the rental unit after being served with a 10 day notice to end tenancy issued for unpaid rent on April 4, 2014 in person. The landlords state that the notice shows that rent of \$780.00 was due on April 1, 2014 which was not paid. The landlord states that she has an audio recording that shows that the tenant was served with the 10 day notice on April 14, 2014. The landlords also state that there is an audio recording of the tenant admitting to failing to pay the monthly April 2014 rent of \$780.00. The landlords state that after the tenant vacated the rental unit it was discovered that the tenant left damage and garbage throughout the rental unit. The landlord has submitted photographs, videos and a detailed description of the damage to the rental. The landlords have submitted video and photographs of the rental unit before and after the tenant had possession of the rental unit. The landlords state that the tenant left the rental unit with damage beyond what could be considered normal wear and tear.

The landlords state that much of the costs have been mitigated due to the landlord being a skilled tradesperson. The landlord states that his normal professional rate would be \$33.00 per hour as well as his father who assisted and an apprentice at approximately \$22.00 per hour.

### Analysis

I accept the undisputed evidence of the landlord and find on a balance of probabilities that the landlord has established a monetary claim of \$7,492.11. The landlord relies on his professional experience in regards to estimates for contract work, receipts, photos, videos of the damaged areas and areas that required repair. I find that the landlord has properly served the tenant with the 10 day notice to end tenancy issued for unpaid rent on April 4, 2014 in person. This is supported by the landlord's claim that there was an audio recording of the service and a second audio recording of the tenant admitting to unpaid rent.

However, the landlord's monetary claim is limited to the \$4,000.00 amount claimed in their application for dispute resolution which was filed and served upon the tenant. The

landlord is also entitled to recovery of the \$50.00 filing fee. The landlord is granted a monetary order for \$4,050.00. 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 \$4,050.00.

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: August 12, 2014

---

Residential Tenancy Branch

