



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND; MNDC; MNSD; FF

Introduction

This is the Landlords' application a Monetary Order damages; compensation for damage or loss under the Act, regulation or tenancy agreement; to retain the security deposit in partial satisfaction of their monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlord DD and his agent gave affirmed testimony at the Hearing.

DD testified that the Notice of Hearing documents and copies of the Landlords' documentary evidence were mailed to the Tenant, via registered mail, on May 16, 2014. The Landlords provided the registered mail receipt and tracking numbers in evidence. DD testified that he sent the registered mail to the forwarding address that the Tenant gave him on the last day of the tenancy. DD testified that the documents were returned to the Landlord, "moved".

Based on the Landlord DD's affirmed testimony, the testimony of the Landlords' agent and the documentary evidence provided by the Landlords, I am satisfied that the Tenant was duly served with the Notice of Hearing documents and documentary evidence by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being deemed served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence.

Issues to be Decided

- Are the Landlords entitled to a Monetary Order, and if so, in what amount?

Background and Evidence

The Landlord DD and his agent DP gave the following testimony:

This tenancy started on March 1, 2013. The tenancy ended on May 2, 2014, as a result of a prior Hearing at which the Landlords were provided an Order of Possession for unpaid rent. At the prior Hearing, the Landlords were also awarded recovery of the filing fee of \$50.00, which was deducted from the Tenant's security deposit pursuant to the provisions of Section 72 of the Act.

Monthly rent was \$834.00, due on the first day of each month. The Tenant also paid rent in the amount of \$100.00 for a garage that was on the rental property, for a total of \$934.00. The

Tenant paid a security deposit in the amount of \$400.00 at the beginning of the tenancy. DD is holding the balance of \$350.00, after deducting his award from the previous Hearing.

DD purchased the rental property in February, 2014, from the previous owner. The Landlord's agent DP was hired by the Landlord in February, 2014. DP stated that shortly after he was hired, he applied some touch up paint to the rental unit and that he noted the floor was in reasonably good condition at that time, with just a few surface scratches.

DD testified that the Tenant left gouges in the hardwood floor of the rental unit, which had to be repaired and refinished. He stated that the Tenant also plugged up the toilet with plastic and the bathtub drain with cat litter, and that he believes it was in retaliation for being evicted. DD stated that no cleaning was done at the end of the tenancy. DD testified that windows, walls, kitchen cabinetry, and blinds were also damaged. DD stated that the Tenant did not return the keys to the rental unit or the garage and that he did not pay the final hydro bill.

DD testified that the Tenant would not allow him to show prospective tenants the rental unit. He stated that on May 1, 2014, after the Tenant was served with the Order of Possession, the Tenant threatened his agent that he would run him over if he saw him again on the street. DD seeks a monetary award for loss of revenue for the month of May, 2014, in the amount of \$934.00.

DD stated that the Tenant did not vacate the garage until "a week or so" after he moved out of the rental unit. DD testified that the garage was "one foot deep in trash" and that the Tenant spilt sour milk all over the floor and walls. There were also gouges in the walls of the garage.

Photographs of the rental unit and garage were provided in evidence. The Landlords also provided copies of invoices for the cost of replacing dead bolts and repairing the damage to the rental unit, along with a copy of the final hydro bill in the name of the Tenant.

DD requested a monetary award in the total amount of \$7,403.45. He provided a detailed calculation in evidence with respect to his request.

Analysis

The Landlords' Application for Dispute Resolution indicates that the Landlords seek a monetary award in the amount of \$3,000.00. The Landlords did not amend their Application, pay the additional filing fee and serve the Tenant with the amended copy. Therefore, I advised the Landlords that I would only consider a monetary award up to the amount claimed on their Application.

The photographs provided by the Landlords indicate that the rental unit was left very dirty, with garbage strewn in the rental unit and the garage. There are gouges in the walls and floors. Based on DD's and DP's undisputed, affirmed testimony and the documentary evidence provided, I find that the Landlords have established their claim for loss of revenue, unpaid hydro, and damages as follows:

Loss of revenue for May, 2014	\$934.00
Unpaid hydro bill	\$188.17
Balance of claim for damages	<u>\$1,877.83</u>
TOTAL	\$3,000.00

Pursuant to Section 72(2)(b) of the Act, the Landlords may apply the remaining security deposit in the amount of \$350.00 towards partial satisfaction of their monetary award.

The Landlords have been successful in their application and I find that they are entitled to recover the cost of the \$50.00 filing fee from the Tenant.

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

Monetary award	\$3,000.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$3,050.00
Less security deposit	- \$350.00
TOTAL AMOUNT DUE TO THE LANDLORDS AFTER SET-OFF	\$2,700.00

Conclusion

I hereby grant the Landlords a Monetary Order in the amount of **\$2,700.00** for service upon the Tenant. 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: October 15, 2014

Residential Tenancy Branch

