



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, MNR, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, cleaning, repairs and the filing fee. The landlord also applied to retain the security deposit in full satisfaction of the claim.

On July 28, 2014, the landlord applied for substitute service and was permitted to serve the tenant with the hearing package by text message and the relevant documents in PDF format. The landlord testified that on August 06, 2014, she served the tenant with the hearing package in this approved manner. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

The landlord stated that she had amended the amount of her monetary claim but failed to serve the tenant with the amended claim. Accordingly, this hearing only dealt with the landlord's original claim for a total of \$1,250.00.

### **Issues to be decided**

Is the landlord entitled to unpaid rent, cleaning, repairs and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy ended on July 12, 2014 pursuant to a notice to end tenancy for non payment of rent. The monthly rent was \$850.00 per month due on the first of each month. The tenant failed to pay rent for July 2014. On July 02, 2014, the landlord served the tenant with a notice to end tenancy for \$850.00 in unpaid rent. The tenant did not pay rent, did not dispute the notice and moved out on July 12, 2014. The landlord stated that the tenant left a lot of his unwanted belongings behind and she removed them at a cost of \$100.00. The landlord filed photographs and a receipt to support her claim. The landlord also stated that the rental unit was left dirty and she incurred a cost of \$96.00 for cleaning.

The landlord testified that the stove in the rental unit was approximately five years old and when the tenant moved out, it was severely damaged. The landlord found out that it would cost more to repair the stove and therefore she replaced the stove at a cost of \$746.67. The landlord filed photographs and a receipt to support her claim.

### **Analysis**

Based on the undisputed testimony of the landlord, I find that the tenant failed pay rent for July and owes the landlord \$850.00. I find that the landlord has proven her claim for cleaning (\$96.00) and garbage removal (\$100.00).

The landlord has also claimed \$746.67 for the replacement of the stove. Section 40 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the stove. As per this policy, the useful life of a stove is fifteen years by the end of the tenancy, the stove had approximately ten years of useful life left. Accordingly, I find that the landlord is entitled to \$450.00 which is the prorated value of the remainder of the useful life of the stove.

Overall the landlord has established a claim of \$1,496.00. However, the landlord has made a claim for \$1,250.00 and therefore I award the landlord this amount. Since the landlord has proven her claim, I award her the recovery of the filing fee of \$50.00. I order that the landlord retain the security deposit of \$425.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$875.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord leave to retain the security deposit. I also grant the landlord a monetary order in the amount of \$875.00. The landlord may use the method of service of documents as approved in a decision dated July 28, 2014, for the service of future documents

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: September 17, 2014

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Residential Tenancy Branch