



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MND, MNDC, MNSD, MNR

### Introduction

This is an application for a monetary order for \$16,266.52.

The applicant(s) testified that the respondents were served with notice of the hearing by registered mail, that was mailed to the tenant's present address, on July 4, 2014; however the respondents did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondents have been properly served with notice of the hearing and I therefore proceeded with the hearing in the respondent's absence.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Has the applicant established a monetary claim against the respondent, and if so in what amount?

### Background and Evidence

Applicant testified that:

- This tenancy began on July 1, 2010 the monthly rent of \$1350.00.
- The tenants paid a security deposit of \$675.00 at the end of July 2010.
- The tenants vacated the rental unit, without any notice, sometime in June 2012, and they found the unit abandoned around June 14, 2012.
- Over the term of the tenancy the tenants fell behind on the rent and at the end of the tenancy there was still a total of \$2652.36 in rent outstanding after the tenant

was credited for approved deductions of \$200.00 for a faucet, \$2700.00 per deck, \$150.00 for toilet.

- The tenants also abandoned the house without giving the required Notice to End Tenancy and as a result they also lost the full rental revenue of \$1350.00 for the month of July 2012.
- The tenants also failed to return the keys to the rental unit and as a result they had to have the locks changed at a cost of \$176.00.
- Under the tenancy agreement the tenants were to maintain the yard of the rental property, however they failed to do so and the yard was badly overgrown, as well as having a large amount of junk left behind in the yard. They had to have the yard work done and junk removed at a cost of \$700.00.
- The flooring in the rental unit, which was at least 10 years old, was destroyed by the tenants and had to be replaced at a cost of \$5476.80.
- There were also some repairs that needed to be done, however I'm unable to find a receipt for those repairs so I'm not clear on what they were for but the total was \$311.36.
- At the end of the tenancy there was mould found along the bottom of the wall near the bathroom and it turned out that water had been leaking through the tiles and caused extensive damage inside the wall.
- The cost of emergency remediation for the mould, and the repairs of the damage caused by the leaking totaled approximately \$9000.00 however since the tenants failed to inform them of any mould issue or any leaking they believe the tenants should be held responsible for \$6000.00 of the costs.
- They also had registered mail costs, and photograph costs they believe the tenant should also pay for.
- Further they have had two filing fee costs because when they applied the first time they were unable to locate the tenant and therefore their application was dismissed, and they had to pay a second filing fee once they had located the tenants and filed again.

Therefore the total monetary order they are requesting is as follows:

Replace keys and locks	\$176.00
Total rent outstanding at the end of the tenancy	\$2652.36
Lost rental revenue for July 2012	\$1350.00
Yardwork and waste removal	\$700.00
Replace flooring	\$5476.80
Interior repairs	\$311.36
Mould remediation	\$6000.00
Registered mail and photos	\$75.00

Filing fee for first application	\$100.00
Filing fee for second application	\$100.00
Total	\$16941.52

They therefore requesting order to keep the full security deposit of \$675.00, and request that a monetary order be issued for the difference of \$16,266.52.

### Analysis

It is my finding that the landlords have shown that the tenants failed to return the keys to the rental property and as a result I allow the request for rekeying the locks.

It is also my finding that the landlords have shown that there was a total of \$2652.36 in rent outstanding at the end of the tenancy and I therefore also allow that portion of the claim.

I also find the tenants failed to give the required Notice to End Tenancy and as a result the landlords lost the rental revenue for July of 2012, and I therefore allow the claim for that lost rental revenue.

I also allow the claim for yard maintenance and cleanup as the tenants failed to maintain the yard as required by the tenancy agreement, and in fact left it in the very poor condition with a great deal of junk left behind that had to be removed.

I will not allow the claim for replacing the carpets. Awards for damages are intended to be restorative, meaning the award should place the applicant in the same financial position had the damage not occurred. Where an item has a limited useful life, it is necessary to reduce the replacement cost by the depreciation of the original item.

Flooring is considered to have a useful life of approximately 10 years, and since the landlord has testified that this flooring was at least 10 years old, it is considered completely depreciated and of no value.

I also deny the claim for Interior repairs, as the landlord has been unable to give any evidence supporting this claim, and in fact stated he's not even clear on what they were.

I also deny the claim for mould remediation, the landlord states that he believes the tenant should be held liable for a portion of this claim due to the fact that they did not report any leaking or mould to the landlord, however the landlord has provided no

evidence to show that the tenants were aware of the leaking in the rental property or that the tenants were aware of any mould issue during the tenancy.

I also deny the landlords claim for registered mail and photo costs, as these are cost of the dispute resolution process and I have no authority to award costs other than the filing fee.

I also deny the landlords claim for the original filing fee. If the landlord is unable to find the tenant to serve them with documents for hearing, that is not a fee that can be passed on to the tenant's.

As far as the second filing fee is concerned, I will allow \$50.00 of that filing fee, because the total amount of the claim that I have allowed is below the \$5000.00 mark at which the fee changes from \$50.00 to \$100.00.

Therefore the total amount of the landlord's claim that I have allowed is as follows:

Replace and rekey Locks	\$176.00
Rent outstanding	\$2652.36
Lost rental revenue for July 2012	\$1350.00
Yardwork and junk removal	\$700.00
½ Filing fee	\$50.00
Total	\$4928.36

### Conclusion

I have allowed \$4928.36 of the applicants claim and I therefore Order that the applicant may retain the full security deposit of \$675.00, and have issued a Monetary Order in the amount of \$4253.36.

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 23, 2014

---

Residential Tenancy Branch

