



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with a landlord's application for a Monetary Order for damage to the rental unit; unpaid rent; damage or loss under the Act, regulations or tenancy agreement; and authorization to retain the security deposit. The tenants did not appear at the hearing. The landlord testified that the hearing documents were sent to each tenant at their address of residence on July 21, 2014 and the landlord's evidence was sent to the same address via registered mail on October 1, 2014. The packages sent to the male tenant were successfully delivered but the package sent to the female tenant was returned as unclaimed. The landlord testified that he verified the co-tenants were living together at the address used for service with the female tenant's step-father. The landlord orally provided the registered mail receipt numbers as proof of service.

Section 89(1) of the Act provides that where a landlord uses registered mail to serve a tenant with hearing documents, the address used for service must be either the forwarding address provided by the tenant or the tenant's address of residence at the time of mailing.

Section 90 of the Act deems a party to have received documents five days after mailing, even if the recipient refuses to accept or pick up their mail, so that a party cannot avoid service.

Based upon the undisputed submissions of the landlord, I was satisfied the landlord used the tenants' address of residence for mailing the hearing documents and evidence. As I was satisfied that both named tenants were served with the hearing documents in a manner that complies with the Act I continued to hear from the landlord without the tenants present.

Issue(s) to be Decided

1. Has the landlord established an entitlement to compensation for the amounts claimed?
2. Is the landlord authorized to retain the tenants' security deposit?

Background and Evidence

The tenancy commenced October 1, 2012 on a month-to-month basis. The tenants paid a security deposit of \$325.00 and were required to pay rent of \$675.00 on the 1<sup>st</sup> day of every month. The tenants did not give the landlord notice to end tenancy.

The landlord submitted that in early May 2014 he went to the property to collect rent and discovered the rental unit had been vacated. The landlord seeks to recover unpaid rent for May 2014.

The landlord found the property damaged and very unclean. The landlord seeks to recover the following losses incurred as a result of the condition the tenants left the unit:

<u>Description</u>	<u>Reason</u>	<u>Amount claimed</u>
Door and lock replacement	Entry door broken (kicked in) and keys not returned. Claiming cost of material and labour.	\$442.00
Cleaning	4 hours of cleaning by landlord	\$80.00
Carpet cleaning with ozone	Carpet was very dirty and smelled	\$183.75
Stolen hot place	Tenants took hot place provided with rental unit. Originally claimed \$37.00 but amended to lesser actual cost.	\$29.39
Loss of June's rent	Landlord began showing unit right away but disgusting condition did not lead to tenancy. Claiming loss of rent due to condition of rental unit left by tenants.	\$675.00
Total for cleaning, damage and loss		\$1,410.14

The landlord provided receipts for the above expenditures, except the landlord's labour for cleaning. The landlord also provided several photographs taken of the property upon finding the unit vacant.

### Analysis

Upon consideration of everything before me, I provide the following findings and reasons with respect to the landlord's claims against the tenants.

Where a tenant wishes to end a month-to-month tenancy, the tenant is required to give the landlord at least one full month of written notice. I accept the undisputed evidence before me that the tenants did not give the landlord notice to end tenancy. As such, the tenants remained obligated to pay rent for the month of May 2014. Therefore, I award the landlord unpaid rent for May 2014.

At the end of a tenancy, a tenant is required to leave the rental unit undamaged and reasonably clean. The tenant is also required to return all keys or means of access to the property to the landlord. Where a tenant fails to repair damage to the property that the tenant, or a person permitted on the property by the tenant, caused by way of their actions or neglect the landlord may recover the repair costs from the tenant. Should the tenant's failure to fulfill his/her statutory obligations under the Act, causing the landlord to suffer a loss of rent, the landlord may include the loss of rent in the damage claim.

Upon review of the photographs, I find the tenants left the rental unit very dirty and the front door damaged beyond repair. I also accept the undisputed submissions of the landlord that the tenants failed to return the keys and removed the hot plate provided for their use in the rental unit. I also find the landlord claims are reasonable and/or substantiated by receipts. Therefore, I award the amounts claimed for cleaning, damage and loss of \$1,410.14.

I further award the landlord recovery of the \$50.00 filing fee paid for this Application.

The landlord is authorized to retain the tenants' security deposit in partial satisfaction of the amounts awarded to the landlord.

In light of all of the above, the landlord is provided a Monetary Order calculated as follows:

Unpaid rent – May 2014	\$ 675.00
Cleaning, damage and loss	1,410.14
Filing fee	50.00
Less: security deposit	<u>(325.00)</u>
Monetary Order	\$1,810.14

To enforce the Monetary Order it must be served upon the tenants and it may be filed in Provincial Court (Small Claims) to enforce as an Order of the court.

### Conclusion

The landlord has been authorized to retain the security deposit and has been provided a Monetary Order for the balance of \$1,810.14 to serve and enforce.

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: November 13, 2014

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Residential Tenancy Branch

