



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Century 21 Princeton Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR; MND; MNDC; MNSD; FF

Introduction

This is the Landlords' application for a Monetary Order for unpaid rent, NSF fees and damages; to retain the security deposit in partial satisfaction of their monetary award; and to recover the cost of the filing fee from the Tenants.

The Landlord's agent JA gave affirmed testimony at the Hearing.

JA testified that she served the Tenants with the Notice of Hearing documents and the Landlords' first package of documentary evidence by registered mail on June 23, 2014. The Landlords provided a registered mail receipt, tracking number and tracking information in evidence.

The Landlord's evidence provides that the documents were addressed to both Tenants and that the Tenant VB signed for the documents. The Landlord's agent stated that she only sent one package of documents to both Tenants.

TA testified that she sent the Landlords' second documentary evidence package to the Tenants by registered mail on October 2, 2014. She provided the tracking number for the registered documents.

The Tenants did not sign into the Hearing, which remained open for 30 minutes.

Sections 88 and 89 of the Act determine the method of service for documents. The Landlords have applied for a Monetary Order which requires that the Landlords serve each of the Tenants as set out under Section 89(1).

In this case, I find that only the Tenant VB was duly served with the Notice of Hearing documents. Tenants are jointly and severally responsible for the payment of rent under a tenancy agreement. In other words, the Landlords may choose to seek a monetary award against one or both of the Tenants. The Landlord's agent indicated that she wished to proceed against the Tenant VB. As the Landlords did not serve the Tenant RB, as required by Section 89(1) of the Act, the Landlords' monetary claim against him is dismissed without leave to reapply. It will be up to the Tenants to apportion any monetary award between themselves.

Issues to be Decided

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

Background and Evidence

TA gave the following testimony:

A copy of the tenancy agreement was provided in evidence. This tenancy began on September 15, 2012. Monthly rent was \$1,000.00, due on the first day of each month. The Tenants paid a security deposit in the amount of \$500.00 on September 8, 2012.

On or about May 12, 2014, the Landlord's agent received an e-mail from the Tenant VB, indicating that the Tenant would be moving out on June 15, 2014. VB also wrote that she would be paying \$500.00 for two weeks' rent. TA responded, advising VB that tenants are required to provide one full months' notice, to which VB replied that she was giving one month's notice and that the tenancy started on the 15th of the month. VB also remarked that she could meet TA at 11:00 a.m. on June 14th for the move-out inspection.

The Tenants did not clean the rental unit at the end of the tenancy. It was filthy and a garden hose and sprinkler were missing. The Tenants said they would be back to clean, but did not show up. The Tenants' rent cheque for June bounced.

It took 50 hours to clean and repair the rental unit. There were many paint chips that required repair and every surface was dirty. The Landlords re-rented the rental unit effective October 15, 2014.

TA stated that she wished to withdraw the Landlords' claim for some of the items described on the Landlords' Application for Dispute Resolution and the Monetary Order Worksheet. She stated that the bank did not charge the Landlords NSF fees and that she found the shower curtain that was missing.

The Landlords' claim is as follows:

Cleaning/repairing/painting labour	\$780.00
Cleaning and paint supplies	\$65.00
Replace missing 40 foot garden hose	\$50.00
Replace missing sprinkler	\$25.00
Unpaid rent for June, 2014	<u>\$1,000.00</u>
TOTAL	\$1,920.00

TA testified that she has not yet replaced the garden hose or the sprinkler. The Landlords provided receipts and evidence indicating the replacement value of the hose and sprinkler.

Analysis

I accept TA's undisputed affirmed testimony in its entirety. I find that the Landlords have established a monetary award against the Tenant VB for unpaid rent for June, 2014, in the amount of **\$1,000.00**.

Based on the undisputed documentary evidence and the TA's affirmed testimony, I also find that the Landlords have established a monetary award in the amount of **\$845.00** for the labour and costs expended in cleaning and repairing the rental unit.

The Landlords provided a range of costs for replacing the hose and the sprinkler. I accept TA's testimony regarding these two items and the Landlord the average of the replacement costs, as follows:

Garden hose ($\$32.00 + 47.00 / 2$)	\$39.50
Sprinkler ($\$31.00 + 40.00 / 2$)	<u>\$35.50</u>
	\$75.00

Pursuant to Section 72(2)(b) of the Act, the Landlords may apply the security deposit towards partial satisfaction of the 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 VB.

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

Unpaid rent	\$1,000.00
Costs of cleaning/repairing/painting	\$845.00
Replacement of hose and sprinkler	\$75.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$1,970.00
Less security deposit	<u>- \$500.00</u>
TOTAL AMOUNT DUE TO THE LANDLORDS AFTER SET-OFF	\$1,470.00

Conclusion

The Landlords are provided a Monetary Order in the amount of **\$1,470.00** for service upon the Tenant VB. 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: November 13, 2014

Residential Tenancy Branch

