



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD, O

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant(s), and one brought by the landlord(s). Both files were to be heard together; however the tenants did not join the conference call that was scheduled for the hearing.

The landlords testified, and have provided evidence that shows, that the tenants were served with notice of the hearing by registered mail that was mailed on November 27, 2014, to the tenant's present address; however the tenant's 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, even if the parties neglect pick up their registered mail, and therefore it is my finding that the tenants have been properly served with notice of the hearing and I conducted the hearing in the tenant's absence.

Since the tenants did not appear at today's hearing the tenant's application has been dismissed and today's hearing dealt solely with the landlord's application.

All testimony was taken under affirmation.

Issue(s) to be Decided

Have the landlord's established monetary claim against the tenants, and if so in what amount?

Background and Evidence

The landlords testified that:

- This tenancy began on June 1, 2012 with the monthly rent of \$3000.00.
- The tenants failed to pay the January 2014 rent and were subsequently evicted pursuant to an Order of Possession. The January 2014 rent was never paid.
- The hardwood floors in the rental unit were in new condition when the tenants moved into the rental unit, however when the tenants vacated there was excessive damage caused by their dogs nails on the wood floor.
- They have had a quote to have the floor repaired and the total cost after taxes is \$17,377.46.
- After the tenants vacated they found that the tenants had covered a large rip on the snooker table with the snooker balls so that it was not visible until the balls were moved. It was obvious that the tenants had attempted to repair the rip with glue, however the cloth had to be completely replaced at a cost of \$473.47.
- The tenants had also damaged the antique light that was hanging above the pool table, and although it cannot be replaced as it is an antique, a similar replacement light costs \$556.00.
- The tenants were also supposed to take care of the rental property however they failed to run the irrigation, and they ran the pond pump dry, and as a result the pump had to be replaced at a cost of \$496.30.
- The failure to run the irrigation also caused extensive damage to the yard, causing a hedge to die, numerous trees to die, and damaged the lawn.
- They have paid \$400.00 to have the damaged trees and hedges removed however there is still extensive work to be done in the yard.
- The tenants were also supposed to pay the water utility bill and they failed to do so and therefore that bill totaling \$1093.43.was added onto their property taxes.

Therefore the total amount they are claiming is as follows:

January 2014 rent outstanding	\$3000.00
Hardwood floor damage	\$17,377.46
Snooker table damage	\$473.47
Replace damaged light	\$556.00
Repair pond pump	\$496.30
Remove damaged vegetation	\$400.00
Outstanding water bill	\$1093.43

Filing fee	\$100.00
Total	\$23,496.66

Analysis

It is my finding that the landlords have shown that the January 2014 rent was never paid, and therefore I allow that portion of the claim.

It is also my finding that the landlords have shown that the hardwood flooring in the rental unit was excessively damaged during the tenancy, and I therefore also allow that portion of the claim.

It is also my finding that the landlords have shown that the snooker table cloth was badly ripped during the tenancy, and I therefore also allow that portion of the claim.

I also find the light above the snooker table was damaged during the tenancy, and I therefore allow the landlords claim for the replacement cost for a similar unit.

The landlords have also shown that the tenants failed to take care of the rental property and as a result they had to have the pond pump repaired, and extensive yardwork done, and I therefore allow the landlord's claims for repair to the pump, and the cost of the yardwork.

I also accept the landlord's testimony that the tenants were required to pay the water utility during the tenancy and failed to do so, and the landlords have provided evidence that shows that the water bill was added to their property tax, and I therefore allow that portion of the claim.

I also allow the request for recovery of the \$100.00 filing fee.

The landlords have therefore established total debt and damages of \$23,496.66, however they are limited by the amount that they requested on their application for dispute resolution which is \$22,700.00 and recovery of the filing fee for a total of \$22,800.00.

Conclusion

I have allowed the landlord's full claim and have issued a monetary order for the tenants to pay \$22,800.00 to the landlords.

The tenant's application is dismissed in full without leave to reapply.

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: December 17, 2014

Residential Tenancy Branch

