



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **Introduction**

This is the Landlords' application for a Monetary Order for unpaid rent and damage to the rental unit; compensation for damage or loss under the Act, regulation or tenancy agreement; to retain the security deposit in partial satisfaction of their monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlords gave affirmed testimony at the Hearing.

The Landlords testified that the Notice of Hearing documents and copies of their documentary evidence were hand delivered to the Tenant by a process server on July 19, 2014, at 9:48 a.m. The Landlords provided a Certificate of Personal Service, signed by the process server, in evidence.

Based on the Landlords' affirmed testimony and the documentary evidence provided, I am satisfied that the Tenant was duly served with the Notice of Hearing documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence. The teleconference remained open for 20 minutes.

### **Issues to be Decided**

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

### **Background and Evidence**

The Landlords gave the following testimony:

A copy of the tenancy agreement was provided in evidence. This tenancy was a fixed term lease, commencing December 1, 2013, and ending June 1, 2014. Monthly rent was \$1,495.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$750.00 on November 8, 2013.

The Tenant did not pay rent for the month of May, 2014. The Landlords issued a Notice to end Tenancy for unpaid rent, a copy of which was provided in evidence. The Tenant moved out on May 14, 2014, taking the keys and the remote control for the rental unit

with him. The keys gave access to the front door, mail box, and the rental unit. The front door key gives access to 6 other tenants. The Landlords changed the locks and reprogrammed the remote control in order to protect the other tenants and the rental unit.

The Tenant left the rental unit very messy and dirty, with garbage and recycling. The bedroom door was damaged, possibly by the movers, as well as the doors and side of the stainless steel fridge. The fridge was a custom fit fridge, approximately five years old. Replacement cost is approximately \$3,500.00 for a new fridge, so the Landlords replaced the doors instead. The Tenant removed the railing from the deck without the Landlords' permission or knowledge. The Landlords had to get the screws re-set.

The Landlords provided photographs, the Condition Inspection Report, and copies of invoices in evidence.

The Landlords seek monetary compensation, as follows:

Unpaid rent for May, 2014	\$1,495.00
Cost of replacing the remote control	\$156.00
Cost to rekey front door, mail key and both entry doors to the rental property	\$100.13
Cost to clean the rental unit, two decks, removal of garbage/recycling and repair broken bedroom door	\$768.00
Cost to replace damaged fridge doors	\$1,761.94
Recovery of filing fee	\$50.00
Cost of process server's fee	<u>\$75.00</u>
TOTAL AMOUNT CLAIMED	\$4,306.07

### **Analysis**

I accept that the Landlords' undisputed testimony in its entirety. The Act does not provide for recovery of the cost of serving documents. This portion of the Landlords' claim is dismissed.

Section 67 of the Act provides that if a party suffers a loss as a result of another party's failure to comply with the Act, regulation or tenancy agreement, the Director may determine, and order the other party to pay, compensation to the party.

The Residential Tenancy Policy Guidelines provide a useful life for a fridge of 10 years. The fridge was 5 years old and therefore I allow this portion of the Landlords' claim in the amount of \$880.00.

Section 26(1) of the Act provides:

**Rules about payment and non-payment of rent**

- 26** (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Section 37 of the Act provides:

**Leaving the rental unit at the end of a tenancy**

- 37** (1) Unless a landlord and tenant otherwise agree, the tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends.
- (2) When a tenant vacates a rental unit, the tenant must
- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and
  - (b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

I find that the Tenant did not comply with Sections 26(1) and 37(2) of the Act and that the Landlords suffered a loss as a result. Therefore, I allow the balance of the Landlords claim as submitted.

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

The Landlords have been successful in their application and I find that they are entitled to recover the cost of the filing fee from the Tenant.

Pursuant to the provisions of Section 67 of the Act, I find that the Landlords are entitled to a Monetary Order, calculated as follows:

Unpaid rent for May, 2014	\$1,495.00
Cost of replacing remote control	\$156.00
Cost of rekeying locks	\$100.13
Cost of cleaning, removal of garbage/recycling, and repairing broken bedroom door	\$768.00
Pro-rated cost of replacing fridge doors	\$880.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$3,449.13
Less security deposit	<u>- \$750.00</u>
<b>TOTAL AMOUNT DUE TO THE LANDLORDS AFTER SET-OFF</b>	<b>\$2,699.13</b>

### **Conclusion**

I hereby grant the Landlord a Monetary Order in the amount of **\$2,699.13** for service upon the Tenant. 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: January 19, 2015

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Residential Tenancy Branch

