



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Realty Executives Eco-World  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

MND; MNSD; FF

### **Introduction**

This is the Landlord's application for a Monetary Order for damages; to retain the security deposit in partial satisfaction of its monetary award; and to recover the cost of the filing fee from the Tenants.

The Landlord's agent gave affirmed testimony at the Hearing. The Tenants did not sign into the teleconference, which remained open for 15 minutes.

The Landlord's agent testified that she served the Tenants with the Notice of Hearing documents on July 15, 2014, by registered mail. The Landlord's agent stated that she sent the Tenants' copies of the Notice of Hearing documents together in the same package. The Landlord provided a copy of the Canada Post tracking information which indicates that the Tenant TK signed for the documents on July 24, 2014. Therefore, I am satisfied that the Tenant TK was duly served with the Notice of Hearing documents.

Sections 88 and 89 of the Act determine the method of service for documents. The Landlord has applied for a Monetary Order which requires that the Landlord serve each of the Tenants as set out under Section 89(1). Tenants are jointly and severally responsible for the payment of rent under a tenancy agreement. In other words, the Landlord may choose to seek a monetary award against one or both of the Tenants. As the Landlord did not serve the Tenant RM, as required by Section 89(1) of the Act, the Landlord's monetary claim against her is dismissed without leave to reapply. The Landlord's agent indicated that she wished to proceed against the Tenant TK. It will be up to the Tenants to apportion any monetary award between themselves.

The Landlord's agent stated that she mailed the Landlord's documentary evidence to the Tenants, by registered mail, on November 18, 2014. The Landlord provided a copy of the Canada Post Tracking information, which confirms that the registered package was picked up by the Tenant TK on November 20, 2014.

### **Issues to be Decided**

- Is the Landlord entitled to a Monetary Order for damages to the rental unit?
- May the Landlord apply the security deposit to its monetary award?

### **Background and Evidence**

The Landlord's agent gave the following testimony:

This tenancy began on December 15, 2013, and ended on June 30, 2014. Monthly rent was \$1,350.00, due on the first day of each month. The Tenants paid a security deposit in the amount of \$650.00 at the beginning of the tenancy. The tenancy agreement was a fixed term tenancy ending on December 31, 2014. The Tenants ended the tenancy before the end of the term; however, the Landlord is not seeking loss of revenue.

The Landlord is seeking a monetary award for cleaning the rental unit at the end of the tenancy and for repairs for damages, as follows:

Damage to oven door	\$132.14
Truck rental and garbage disposal	\$314.57
Replace broken shower door	\$84.00
Cost of cutting new glass for basement window	\$20.00
Part to fix broken window	\$26.15
Labor for cleaning and repairs	<u>\$400.00</u>
TOTAL CLAIM	<b>\$876.87</b>

The Landlord provided copies of invoices, receipts, and photographs in support of its claim.

### **Analysis**

I accept the Landlord's agent's undisputed testimony in its entirety. I find that the Landlords have established a monetary award against the Tenant TK in the amount of **\$876.87**.

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

The Landlord has been successful in its application and I find that it is entitled to recover the cost of the **\$50.00** filing fee from the Tenant TK.

I hereby provide the Landlord with a Monetary Order against the Tenant TK, calculated as follows:

Damages	\$876.87
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$926.87
Less security deposit	- \$650.00
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$276.87</b>

### **Conclusion**

The Landlord's Application against the Tenant RM is **dismissed without leave to reapply**.

The Landlord is provided with a Monetary Order in the amount of **\$276.87** for service upon the Tenant TK. 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 13, 2015

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Residential Tenancy Branch

