



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MND, MNSD, FF

Introduction

The landlord applies for an order of possession and a monetary award for damages for cleaning and repair of the rental unit.

Neither tenant attended the hearing.

The tenancy ended in September 2014. An order of possession is no longer requested.

Issue(s) to be Decided

Have the respondent tenants been duly served with the application and notice of hearing? If so, what if any amounts does the evidence presented during the hearing show the landlord to be entitled to?

Background and Evidence

The rental unit is a two bedroom portion of a “fourplex” building. The tenancy started in July 2014 and ended September 30th. The monthly rent was \$750.00. The landlord holds a \$375.00 security deposit and \$200.00 pet damage deposit.

The landlord’s agent (and mother) Ms. L.D. testifies that she personally served the tenant Mr. S.J. at his place of work with the application and notice of hearing on March 5, 2015. The tenant Ms. B. V. has not been served personally or by registered mail. Ms. L.D. has not had contact with either since then.

She adduces a contractor’s bill of \$1433.00 for repairs to the home caused, she says, by the tenants’ dog running rampant through the home. She adduces a second bill of \$175.00 for cleaning services. She says both bills have been paid.

Analysis

Section 89 of the *Residential Tenancy Act* (the “Act”) deals with service of documents. It provides,

89 (1) An application for dispute resolution or a decision of the director to proceed with a review under Division 2 of Part 5, when required to be given to one party by another, must be given in one of the following ways:

- (a) by leaving a copy with the person;
- (b) if the person is a landlord, by leaving a copy with an agent of the landlord;
- (c) by sending a copy by registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;
- (d) if the person is a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant;
- (e) as ordered by the director under section 71 (1) [*director's orders: delivery and service of documents*].

On the undisputed evidence of Ms. L.D. I find that the tenant Mr. S.J. has been duly served with the application and notice of hearing but the tenant Ms. B.V. has not. Therefore, no monetary award will be made against her. The landlord is free to re-apply in that regard.

On the undisputed evidence of Ms. L.D. I find that the landlord is entitled to a monetary award of \$1433.00 for repair services as alleged, plus \$175.00 for cleaning services as alleged, plus recovery of the \$50.00 filing fee.

I authorize the landlord to retain the total deposit money of \$575.00 in reduction of the amount award. I grant a monetary order against the tenant Mr. S.J. for the remainder of \$1083.00.

Conclusion

The application for an order of possession is withdrawn.

The application for a monetary award is granted.

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: July 07, 2015

Residential Tenancy Branch

