



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant's application: MNDC, MNSD, FF

Landlord's application: MND, MNR, MNSD, FF

Introduction

This was a hearing with respect to applications by the landlords and by the tenant. The applications were scheduled to be heard by conference call. The named landlord called in and participated in the hearing. The tenant did not attend, although this was the hearing of the tenant's application, as well as that of the landlords. The tenant's application was filed on February 17, 2015. The landlords served their application by sending it to the tenant by registered mail to the address provided by the tenant in her application for dispute resolution. The application and Notice of Hearing was mailed on August 6, 2015. The application was not delivered; it was returned to the landlord with the notation that the recipient was not located at the address provided.

The tenant did not attend the hearing of her application; consequently her application is dismissed without leave to reapply. The landlords served the tenant by registered mail to the address provided by her. It is the tenant's obligation to keep the parties and the Residential Tenancy Branch informed of her current address while the hearing is pending. The tenant did not keep the other parties apprised of her address and I find that pursuant to the provisions of section 90 of the *Residential Tenancy Act* she is deemed to have been served with the landlord's application, Notice of Hearing and evidence package on the fifth day after it was mailed, namely: on August 11, 2015.

Issue(s) to be Decided

Are the landlords entitled to a monetary award and if so, in what amount?

Are the landlords entitled to retain the security deposit?

Background and Evidence

The rental unit is a suite in the landlord's duplex in Surrey. The tenancy began on January 1, 2014 for a six month term with rent in the amount of \$775.00 payable on the first of each month. The tenant paid a security deposit of \$387.50 and a pet deposit of 387.50 by installments prior to the commencement of the tenancy.

The tenancy continued on a month to month basis after the expiry of the six month term. The tenant gave verbal notice on December 3rd, 2014 that she intended to move out on December 31st. The tenant moved out on January 1, 2015.

The tenant kept two large dogs at the rental property. They caused significant damage inside the rental unit and to the fence surrounding the rental property. Two wooden fence panels were damaged so badly that they needed to be replaced and the carpet inside the rental unit was badly torn. The landlords testified that they conducted a condition inspection at the end of the tenancy. The tenant agreed that she would be responsible for the fence repairs and a portion of the carpet repair cost. The landlords submitted photographs of the rental unit. they testified that as shown in the pictures, the rental unit was left extremely dirty, with garbage food containers and cast-off belongings left behind in the rental unit by the tenant. The landlords succeeded in re-renting the unit effective January 15, 2015. The landlords claimed payment of a half month's rent for January. The landlords' claims are as follows:

• Cost of two fence panels:	\$127.64
• Oct, Nov gas hydro charges:	\$142.30
• Dec gas utility charge:	\$86.65
• Dec Jan gas/hydro:	\$66.39
• Carpet replacement (portion of cost)	\$100.00
• Cleaning, 15 hrs X 20/hr:	\$300.00
• January rent ½ month:	\$387.50
 Total monetary claim:	 \$1,210.48

Analysis

The landlords supplied invoices and receipts to support their claims for utilities and expenditures. Based on the photographic evidence supplied, I accept that necessary cleaning was required and that the landlords' charge for cleaning is reasonable. I allow the landlords' claim in the amount stated, namely: the sum of \$1,210.48. The landlords are entitled to recover the \$50.00 filing fee for their application, for a total award of

\$1,260.48. I order that the landlords retain the security deposit and pet deposit totalling \$775.00 in partial satisfaction of this award and I grant the landlords an order under section 67 for the balance of \$485.48. This order may be registered in the Small Claims Court and enforced as an order of that court.

Conclusion

The tenant's application has been dismissed without leave to reapply. The landlords' application has been granted and a monetary order has been issued in the amount stated.

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: August 27, 2015

Residential Tenancy Branch

