



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNRMNSD, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award and for an order to retain the security deposit. The hearing was conducted by conference call. The landlord called in and participated in the hearing neither of the tenants attended. The tenant, A.M.A. was personally served with the application and Notice of Hearing on March 3rd, 2015. The tenant, J.C.H. refused to provide a forwarding address and she has not been served with the application and Notice of Hearing

Issue(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent, damage to the rental unit and loss of rental income and if so, in what amount?

Is the landlord entitled to retain the security deposit in partial satisfaction of a monetary award?

Background and Evidence

The landlord is the agent of the owner of the rental property and has acted as landlord throughout. The rental unit is a basement suite in a residential house in Surrey. The tenancy began on January 1, 2015 for a one year term, with rent in the amount of \$890.00 payable on the first of each month. The tenants paid a security deposit of \$445.00 on December 24, 2014.

The respondents were co-tenants of the rental unit. Soon after the tenancy began they began to quarrel over payments and fight with each other. The tenants failed to pay rent on time and failed to pay the full rent for the month of February. The tenants moved out on March 1, 2015. They caused significant damage to the rental unit. They left behind garbage and, as described by the landlord, they "trashed" the rental unit by

fighting with each other and damaging the premises. The landlord served the tenants with a 10 day Notice to End Tenancy for unpaid rent on February 23, 2015. The Notice to End Tenancy was posted to the door of the rental unit. The tenants failed to pay the balance of February rent in the amount of \$100.00. They did not pay rent for March. They moved out on March 1st without returning the keys. The landlord had to hire a locksmith to change the locks. The tenant, A.M.A. acknowledged responsibility for the landlord's claims; she provided her forwarding address and agreed to forfeit the security deposit on account of the landlord's claims. She paid the sum of \$50.00 to the landlord after the tenancy ended. The landlord succeeded in re-renting the unit effective April 1, 2015.

The landlord has claimed the following amounts:

• Cleaning, 11 hours at \$30 per hour:	\$330.00
• One hour time attending with locksmith:	\$30.00
• Unpaid rent for February:	\$100.00
• Loss of rental income for March:	\$890.00
• Carpet cleaning charge:	\$227.85
• Locksmith charge to change locks:	\$106.40
• Landlord's time 6 hrs as agent, viewings:	\$180.00
• Landlord's time agent 4 hrs, eviction:	\$120.00
 Total:	 \$2,874.25

Analysis

The respondents, as co-tenants are jointly and severally liable for their obligations under the tenancy agreement. The tenant, J.C.H. has not been served with the application and Notice of Hearing. According to the landlord she is avoiding service. Because it has not been shown that she has notice of this proceeding through her co-tenant and in the absence of an order for substituted service, the application as against the tenant J.C.H. is dismissed with leave to reapply.

The landlord's testimony and the documents and written submissions have satisfied me, with some exceptions, that the landlord's claims, as set out above are a valid assessment of the landlord's compensable losses arising out of the tenants' breach of the tenancy agreement and damage to the rental unit. The exceptions are the landlord's claims for compensation for time spent with the locksmith, time spent as an agent to show the property to prospective tenants and time spent by the landlord to file

claims and take steps to evict the tenants. The landlord is entitled to recover out of pocket expenses, loss of rent and reasonable compensation for actual work performed to effect repairs and clean the unit, but I find the claims for time spent carrying out other duties that constitute activities related to the business of being a landlord or for time spent dealing with the dispute resolution process are not compensable, apart from the recovery of the filing fee for and application. I do not allow the claims for the three items mentioned. The claims allowed amount to the sum of \$1,654.25. The landlord is entitled to recover the \$50.00 filing fee for this application, for a total award of \$1,704.25.

The landlord has received a payment of \$50.00 from the tenant and I order that the landlord retain the security deposit of \$445.00 in partial satisfaction of this award.

Conclusion

After deducting the credits totalling \$495.00 from the award, the sum of \$1,209.25 is due to the landlord and I grant the landlord a monetary order under section 67 in the said amount as against the tenant, A.M.A. This order may be registered in the Small Claims Court and enforced as an order of that court. The claim against J.C.H. has been dismissed with leave to reapply. Leave to reapply does not constitute an extension of any applicable time limit under the *Residential Tenancy Act*.

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 26, 2015

Residential Tenancy Branch

