



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order permitting retention of the security deposit in partial satisfaction of the claim. The landlord appeared at the hearing; the tenant did not.

The landlord testified that he sent the Application for Dispute Resolution and Notice of Hearing to the tenant by registered mail. He checked the Canada Post website every day to see if the tenant picked up the item. Eventually he saw that she had signed for the item. Once he had confirmed that she had received the item he disposed of the Canada Post receipt.

Rule 3.5 of the Rules of Procedure provides that at a hearing the applicant must be able to demonstrate to the satisfaction of the arbitrator that each respondent was served with the hearing package and all evidence. Although the best procedure is for an applicant to file a copy of the Canada Post receipt in advance of the hearing, or at the very least to be prepared to give the arbitrator the tracking number at the hearing, the Residential Tenancy Act does allow an arbitrator to accept any evidence he or she considers, necessary, appropriate and relevant.

In this case I accept the applicant's testimony that he sent the hearing package to the respondent by registered mail and that he confirmed, via the Canada Post tracking system, that the respondent personally received the item. Accordingly, I proceeded with the landlord's application.

Issue(s) to be Decided

Is the landlord entitled to a monetary order and, if so, in what amount?

Background and Evidence

The tenancy commenced July 1, 2014 as a one year fixed term tenancy. The monthly rent of \$1300.00 was due on the first day of the month. The tenant paid a security

deposit of \$650.00 and a pet damage deposit of \$250.00. The BC Hydro account was in the tenant's name and she was responsible for all hydro charges.

On March 2, 2015 the landlord obtained an order of possession from the Residential Tenancy Branch. That order stated that the landlord could deduct the \$50.00 fee he paid for that application from the security deposit. He obtained vacant possession of the rental unit on March 9, 2015.

When the tenant left she owed the landlord the February and March rent in the total amount of \$2600.00.

She had not paid her BC Hydro account and the electricity to the unit had been disconnected. The landlord was required to pay the sum of \$144.27 to BC Hydro as a reconnection fee.

When the landlord obtained possession of the unit he changed the locks at a cost of \$35.82.

The tenant left behind a large quantity of personal possessions and garbage. The unit had not been cleaned; nor had the yard. The landlord had to hire various people to clean out the house, haul garbage to the dump, and have the house and yard cleaned up. The landlord provided oral testimony, in many cases supported by receipts, for the following expenses incurred in the clean-up:

Cleaning company	\$692.20
Two helpers to haul items to the dump	\$240.00
Two other helpers to change the locks and clean the yard	\$200.00
Dump fees, not included in other invoices	\$102.00

The landlord was not able to re-rent the unit until June.

Analysis

I find that the landlord has established a total monetary claim of \$4064.29 comprised of arrears of rent in the amount of \$2600.00; hydro reconnection fee in the amount of \$144.27; cleaning costs, including dump fees in the amount of 1234.20; new locks in the amount of \$ 35.82 and the \$50.00 fee the landlord paid to file this application. Pursuant to section 72(2) I order that the landlord may retain the balance of the security deposit and the pet damage deposit, a total of \$850.00, in partial satisfaction of the claim and I grant the landlord a monetary order in the amount of \$3214.29.

Conclusion

A monetary order in favour of the landlord in the amount of \$3214.29 has been granted. If necessary, this order may be filed in the Small Claims Court 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: October 01, 2015

Residential Tenancy Branch

