



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This was a hearing with respect to an application by the landlord for a monetary award. The hearing was conducted by conference call. The named landlords called in and participated in the hearing. The tenants did not attend, although served with the application and Notice of Hearing sent by registered mail on May 15, 2015.

Issue(s) to be Decided

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

Background and Evidence

The rental unit is a strata title apartment in Surrey. The tenancy started October 1, 2014. The unit was rent to the tenants as a furnished unit. The tenants paid a security deposit and a pet deposit in the amount of \$1,400.00. The tenants were evicted for non-payment of rent. In a decision dated April 30, 2015 the landlord was granted an order for possession and a monetary order for unpaid rent for April in the amount of \$1,400.00.

The tenants moved out of the rental unit in late April. They did not give any notice and did not provide a forwarding address. The landlord hired a process server to find the whereabouts of the tenant to serve them with documents. The landlords testified that the tenants caused extraordinary damage to the rental unit and took some items of furniture from the rental unit. The landlord said that the tenants agreed to perform work to fix a floor and were paid the sum of \$125.00 for work that was not done. The landlord also testified that the tenants damaged walls and left garbage throughout the unit. The tenants had pest in the unit and the unit was soiled and smelled of pet urine. The landlord submitted photographs of the unit showing its condition before the tenancy commenced and the state in which it was left when the tenants moved out.

In an e-mail sent to the landlord after the tenancy ended the tenant acknowledged that some of the landlord's furniture was sold along with items belonging to the tenants for a sum of \$200.00.

The landlord provided invoices for repairs to the rental unit. The landlord claimed the following amounts:

- Repairs, including drywall and wall patching and cleaning: \$2,250.00
- Furnishing taken by tenants and sold: \$200.00
- Unpaid strata move-out fee: \$100.00
- Sum paid to tenant for work not performed: \$125.00
- Fee paid to locate tenants: \$300.00

Total: \$2,975.00

Analysis

The landlord provided convincing evidence that the tenants caused extraordinary damage to the rental unit. The landlord has claimed only a portion of the amounts expended to repair damage and excluded amounts to repaint the rental unit. I find that the landlord is entitled to a monetary award for the amounts claimed except for the amount claimed for a fee paid to locate the tenants in order to serve them with notice of this proceeding; the fee for locating the tenants is not a recoverable cost under the *Residential Tenancy Act* and this claim is denied.

The landlord received a monetary award of \$1,400.00 for unpaid rent in an earlier proceeding and the security and pet deposits have been retained to satisfy that award so the deposits are not available to be applied in partial satisfaction of this award.

Conclusion

The landlord has been awarded the sum of \$2,675.00. She is entitled to recover the \$50.00 filing fee for this application, for a total award of \$2,725.00 and I grant the landlord an order under section 67 in the said amount. This order may be registered 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: November 13, 2015

Residential Tenancy Branch

