



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 5576536 BC Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MNR; MND; MNSD; FF

### **Introduction**

This is the Landlord's application for a Monetary Order for unpaid rent and damages; to retain the security deposit and pet damage deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that the Notice of Hearing documents and copies of the Landlord's documentary evidence were mailed to each of the Tenants, via registered mail, on June 11, 2015. The Landlord used the services of a skip tracer to locate the Tenants, who reside at separate addresses. The Landlord provided the tracking numbers for the two registered packages, along with a copy of the skip tracer's invoice which included the Tenants' addresses. Section 90 of the Act provides that service by way of mail is deemed to be effective 5 days after mailing. Based on the affirmed testimony and documentary evidence provided, I find that both of the Tenants were sufficiently served on June 16, 2015, pursuant to the provisions of Section 71(b) of the Act.

Despite being served with the Notice of Hearing documents, the Tenants did not sign into the teleconference and the Hearing proceeded in their absence.

### **Issues to be Decided**

- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

### **Background and Evidence**

The Landlord's agent gave the following testimony:

A copy of the tenancy agreement was provided in evidence. This tenancy began on June 27, 2014. Monthly rent was \$1,188.00, due the first day of each month. Rent did not include utilities. The Tenants paid a security deposit in the amount of \$594.00 and a pet damage deposit in the amount of \$200.00.

The Landlord's agent testified that the Tenants did not pay rent for November, 2014, when it was due. On November 5, 2014, the Landlord received a text message from the Tenant BS advising that the Tenants had moved out of the rental unit. On November 6, 2014, a neighbour called the Landlord and confirmed that the Tenants had moved out of the rental unit. On November 7, 2014, the Landlord's contractor confirmed that the rental unit was unoccupied and secured the premises. The Landlord was able to re-rent the rental unit effective November 15, 2014.

The Landlord's agent stated that the Tenants left the rental unit in "one of the worst conditions" he had seen. There were dog feces and urine all over the top floor and damages to repair, including paint splotches and damages all over the walls; names painted on fridge in nail polish; broken tile in the kitchen; sections of floor and door frames replaced; exterior siding and foundation repaired; garbage removal; and window repair. The cost for cleaning and repairs was \$2,625.00. The Landlord provided the following:

1. a copy of the move-in Condition Inspection Report;
2. photocopies of photographs taken at the end of the tenancy;
3. a copy of the invoice for cleaning and repairs; and
4. copies of two warning letters dated October 8, 2014, from the City requesting removal of garbage and rubbish on the rental property and removal of unsightly materials from the rental property.

The Landlord seeks a monetary award, calculated as follows:

Unpaid rent for November 1 – 14, 2014	\$594.00
Cost of repairs, junk removal and cleaning	\$2,625.00
Less set off of deposits	<u>-\$794.00</u>
TOTAL AMOUNT CLAIMED	\$2,425.00

### **Analysis**

Section 37 of the Act requires tenants to leave a rental unit reasonably clean and undamaged, save for normal wear and tear, at the end of a tenancy. Based on the Landlord's undisputed evidence, I find that the Tenants did not comply with Section 37 of the Act and that the Landlord suffered a loss as a result of their breach of the Act. Pursuant to the provisions of Section 67 of the Act, I award the Landlord **\$2,625.00** for the cost of cleaning, junk removal and repairs.

Based on the Landlord's undisputed evidence, I also find that the Tenants did not pay rent when it was due on November 1, 2014. The Landlord mitigated its losses by re-

renting the rental unit effective November 15, 2014. Therefore, I find that the Landlord is entitled to unpaid rent, calculated as follows:

$$(\$1,188.00 / 30 \text{ days}) \times 14 \text{ days} = \mathbf{\$554.40}$$

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security and pet damage deposits towards partial satisfaction of the its monetary award.

The Landlord has been successful in its application and I find that it is entitled to recover the cost of the **\$50.00** filing fee from the Tenants.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Unpaid rent	\$554.40
Damages	\$2,625.00
Recovery of the filing fee	\$50.00
Subtotal	\$3,229.40
Less security and pet damage deposits	- \$794.00
<b>TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF</b>	<b>\$2,435.40</b>

### **Conclusion**

I hereby grant the Landlord a Monetary Order in the amount of **\$2,435.40** for service upon the Tenants. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: December 09, 2015

---

Residential Tenancy Branch

