



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, FF

Introduction

This hearing dealt with a landlord's application for a Monetary Order for unpaid rent and damage to the rental unit or property. The tenants did not appear at the hearing. The landlords provided affirmed testimony that the hearing documents were personally served upon the female tenant in the lobby of the courthouse on July 21, 2015 when the parties met there with respect to enforcement of a Monetary Order the tenants had against the landlords. The landlords submitted that the male tenant was also present on that day but he refused to accept the landlords' hearing documents so they sent the hearing package to the male tenant via registered mail on July 21, 2015. The landlords provided the registered mail receipt, including tracking number, as proof of service. A search of the tracking number showed that the male tenant did receive the registered mail. Based upon the evidence before me, I accepted that the tenants were served with the landlord's hearing documents and I continued to hear from the landlords without the tenants present.

Issue(s) to be Decided

Are the landlords entitled to compensation from the tenants in the amounts claimed for unpaid rent and other damages or loss?

Background and Evidence

The tenancy commenced before the landlords purchased the property in June 2011. The tenants were required to pay rent of \$750.00 each month. The landlords ordinarily received \$375.00 by way of a cheque from Income Assistance and the balance of \$375.00 in cash.

The landlords submitted that a \$375.00 security deposit was transferred to them from the seller of the property. The landlords also claimed that the security deposit was already refunded to the tenants in April 2014. I did not further consider the landlords'

submissions concerning the security deposit as it was the subject matter of a tenants' Applicant for Dispute Resolution that has already been heard and decided upon (file number provided on the cover page of this decision).

The landlords submitted that a cheque from Income Assistance was received for the month of October 2014 but the tenants did not pay the balance of rent in the amount of \$375.00. The landlords submitted that the tenants moved out of the rental unit at the end of October 2014 or in the first week of November 2014 but the tenants did not give the landlords prior notice of their intention to do so and did not return the keys to the landlord. The landlords seek to recover unpaid rent of \$375.00 from the tenants for the month of October 2014.

In addition to rent, the landlords requested compensation of \$475.00 for damage to the property. The landlords made the following submissions with respect to this claim.

1. The landlords submitted the tenants broke the toilet in September 2014 which the landlords replaced at a cost of \$211.68. The landlord installed the new toilet himself and did not seek to recover his labour from the tenants. The landlords submitted the damaged toilet was likely seven years old since the house was built in 2007. The landlords testified that the tenants had agreed to repay him for the cost of the new toilet but they did not have the money to do so.
2. The landlords testified that they finally entered the property through a window on December 20, 2014. The landlord found the shower door broken. The landlords seek to recover the estimated cost to replace the shower door which is \$236.25.
3. The landlords testified that the tenants left abandoned property in the rental unit including: a couch, a mattress, a rug, clothing and plastic boxes, among other things. The landlords also seek to recover the cost to dispose of the tenants' abandoned property which the landlords submit to be: \$28.25 for dump fees, \$90.00 for the landlords' time and effort; and, \$10.00 for fuel to travel to the dump.

Evidence provided by the landlords included: photographs of a broken toilet, a receipt for the purchase of a toilet in September 2014, photographs of a glass shower door and the bathtub area, an estimate for a new shower door, and a receipt for the dump.

Analysis

Based upon everything presented to me, I provide the following findings and reasons with respect to the landlords' claims against the tenants.

Under the Act, a tenant is required to pay rent in accordance with their tenancy agreement. The Act defines a tenancy agreement to include tenancy agreements entered into orally.

I was presented undisputed evidence that the monthly rent was \$750.00 and that the landlord's only collected \$375.00 in rent for the month of October 2014. I also accept the undisputed testimony of the landlords that the tenants did not give proper notice to end the tenancy and occupied the rental unit in the month of October 2014. Therefore, I grant the landlord's request to recover unpaid rent of \$375.00 from the tenants for the month of October 2014.

Under the Act, a tenant is required to repair damage they, or persons they permit on the property, cause by way of their actions of neglect.

I accept the undisputed submissions of the landlords that the tenants broke the toilet during the tenancy. I find the landlords entitled to recover the cost of the new toilet, or \$211.68, based upon the receipt provided to me. It is important to note that the replacement cost of an item with a limited useful life is usually reduced by depreciation of that item; however, in this case, I did not reduce the award since the landlords did not charge the tenants for labour to remove and replace the toilet.

I also accept the undisputed submissions of the landlords that the tenants broke the glass shower enclosure in the rental unit. The landlords provided a photograph showing they have installed a shower curtain instead of a new glass shower enclosure; however, I find the landlords are entitled to be compensated for their loss of the glass shower enclosure due to the actions of the tenants. The quotation provided by the landlords appears to be for a new glass tub door and does not include labour. Therefore, I find the landlords entitled to recover the full cost of the new glass from the tenants which is \$236.25.

Under the Act, a tenant is required to leave a rental unit reasonably clean and vacant which means removal of all of their garbage and unwanted possessions. I accept the undisputed submissions of the landlords that the tenants left abandoned furniture and possessions at the property and the landlords incurred losses to dispose of the property. I find the landlords' request to recover labour and gas of \$90.00 and \$10.00

respectively to be within reason and I find the landlords entitled to recover these amounts from the tenants in addition to the dump fee of \$28.25.

Although the individual amounts claimed by the landlords for damage and garbage removal amount to more than \$475.00 I limit the landlords award to \$475.00 since that is the amount the landlords claimed in filing their application.

As the landlords were successful in this application, I further award the landlords recovery of the \$50.00 filing fee they paid for this application.

In light of all of the above, the landlords are provided a Monetary Order calculated as follows:

Unpaid Rent: October 2014	\$375.00
Damage and garbage removal	475.00
Filing fee	<u>50.00</u>
Monetary Order for landlords	\$900.00

To enforce the Monetary Order it must be served upon the tenants and it may be filed in Provincial Court (Small Claims) to enforce as an Order of the court.

Conclusion

The landlords have been provided a Monetary Order in the amount of \$900.00 to serve and enforce against the tenants.

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 03, 2015

Residential Tenancy Branch

