



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MND

### Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$2770.08 for unpaid rent and damages
- b. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of two representatives of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

The Residential Tenancy Act permits a landlord to serve a tenant by mailing, by registered mail to the forwarding address provided by the Tenant. The Supreme Court of British Columbia has held that a party cannot avoid service by refusing to pick up their registered mail. I find that the Application for Dispute Resolution/Notice of Hearing was served on the Tenant by mailing, by registered mail addressed to the forwarding address of the Tenant on August 27, 2015. I further determined there was sufficient service even though the tenant failed to claim the application.

The landlord subsequently talked to the Tenant by telephone and she gave the landlord another address. The landlord mailed the documents by registered mail to there address but it was returned by Canada Post with a notation "No such address." The tenant was again contacted by telephone and she hung up the telephone without providing any further information about her whereabouts. :

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to recover the cost of the filing fee?

### Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on June 27, 2013 and continue on a month to month basis. The tenancy agreement provided that the tenant(s) would pay rent of \$595 per month payable in advance on the first day of each month.

The tenancy was supposed to end on August 31, 2014. However, the tenant permitted her sister to move in without the consent of the landlord and the landlord did not finally regain possession until September 30, 2015.

### Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

### Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord has established a claim in the sum of \$945 for extra cleaning.
- b. I determined the landlord has established a claim in the sum of \$1344 for the removal of goods and debris from the unit.
- c. I determined the landlord has established a claim in the sum of \$288.75 for the removal of debris from the yard.
- d. I determined the landlord has established a claim in the sum of \$216.30 for the cost and installation of a window broken by the tenant.
- e. I determined the landlord has established a claim in the sum of \$96.03 for the cost of replacing a broken door.

In summary I determined the landlord has established a claim against the tenant in the sum of \$2890.08. There is a \$120 credit on this file which must be applied against the amount established leaving a balance of \$2770.08.

### Conclusion:

In summary I ordered that the landlord is entitled to retain the \$120 credit it holds in partial satisfaction of its claim against the tenant. I further ordered that the tenant pay to the landlord the sum of \$2770.08.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: January 11, 2016

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Residential Tenancy Branch

