



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

**MND, MNR, MNDC, MNSD, FF**

### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for unpaid rent, damage to the rental unit, damage or loss under the Act, to retain the security deposit and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

On July 28, 2015 the landlord obtained a substitute service Order allowing service to each tenant to the rental unit address. The Order required service via registered mail and regular mail and that mail would be deemed served on the 7<sup>th</sup> day after mailing.

During the hearing the landlord provided registered mail tracking numbers for mail sent to each tenant on July 29, 2015, to the rental unit address. Both registered mail packages were accepted and delivered on August 14, 2015. The mail included the landlord's application and evidence.

Therefore, as service is confirmed through the Canada Post tracking numbers and delivery dates the landlord found on the Canada Post web site, I find, pursuant to section 89 of the Act that each tenant has been served with the hearing documents, effective August 14, 2015. However, neither tenant attended the hearing.

### Preliminary Matters

The landlord said that they supplied 15 pages of evidence to the Residential Tenancy Branch (RTB). That evidence was not before me; however I did not doubt the landlord had made the submission. The landlord provided affirmed testimony, setting out their claim.

The landlord stated they also made an evidence submission one day prior to the hearing. That evidence was not given to the tenants and was not before me. The landlord was at liberty to provide affirmed oral testimony.

Issue(s) to be Decided

Is the landlord entitled to compensation for damage to the rental unit and damage or loss under the Act?

Is the landlord entitled to compensation for unpaid rent for June and two weeks of July 2015?

May the landlord retain the security deposit?

Background and Evidence

The tenancy commenced on June 12, 2014. Rent was \$1,435.00 per month, due on the first day of each month. The landlord is holding a security deposit in the sum of \$717.50.

The landlord has made the following claim which was set out in a monetary worksheet as part of the landlord's written submission:

Painting	404.25
Roto router	127.05
Roto router	23.63
Cleaning, 2 people, 7.5 + 6 hours	472.50
Unpaid rent June 1 – July 15, 2015	2,152.50
<b>TOTAL</b>	<b>\$3,179.93</b>

The tenants failed to pay rent from June 1 to the end of the tenancy on July 15, 2015. The parties reached agreement that the tenancy would end effective July 15, 2015.

The landlord said that marker had been used on the walls and silly string sprayed on the ceilings. The tenants had blocked pipes in the kitchen and bathroom, they had not cleaned and food was left in the fridge. Repainting was required to cover the marker. The unit was painted just prior to the tenants moving in.

The landlord incurred the costs claimed and retains proof of those expenditures.

Analysis

In the absence of evidence to the contrary, I find that the landlord is entitled to the sums claimed. The tenants were served with Notice of this hearing but failed to attend to dispute the claim.

Therefore, I find pursuant to section 67 of the Act, that the landlord has established a monetary claim in the amount of \$3,179.93, which is comprised of \$2,161.50 in unpaid rent and \$1,018.43 in damage and repair costs plus \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

I find that the landlord is entitled to retain the tenant's security deposit in the amount of \$717.50, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$2,512.43. In the event that the tenants do not comply with this Order, it may be served on the tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

### Conclusion

The landlord is entitled to compensation as claimed.

The landlord may retain the security deposit.

The landlord is entitled to filing fee costs.

This decision is final and binding and 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 22, 2016

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Residential Tenancy Branch

