



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF, SS, O

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Landlord for a Monetary Order for: damages to the rental unit; unpaid utilities; to keep the Tenants' security deposit; money owed or compensation for loss or damage under the *Residential Tenancy Act* (the "Act"); to serve documents in a different way than required by the Act; to recover the filing fee from the Tenants; and for "Other" undisclosed issues.

The Landlord appeared for the hearing and provided affirmed testimony during the hearing as well as documentary and photographic evidence prior to the hearing. There was no appearance for the Tenants during the 23 minute hearing and no submission of written evidence by them prior to the hearing.

Preliminary Issues

As the Tenants failed to appear for the hearing, I turned my mind to the service of the Application and the Notice of Hearing documents by the Landlord to the Tenants. This was because the Landlord had applied to serve documents in a different way than required by the Act.

The Landlord testified that she conducted a property search in the name of the Tenants which disclosed the address the Landlord used on the Application. The Landlord testified that she sent the documents for this hearing to the Tenants' address she had discovered by registered mail on December 7, 2015. The Landlord provided the Canada Post tracking numbers into evidence. The Landlord testified, and showed in her written evidence, that the Canada Post website indicates that both Tenants signed and received the documents on December 8, 2015. As a result, based on the undisputed evidence before me, I am satisfied that the Landlord completed service of the required documents for this hearing to the Tenants pursuant to Section 89(1) (c) of the Act.

As a result, there was no need for me to make findings on the Landlord's request to serve documents in another manner than required by the Act as the Landlord had already followed the service requirements of the Act. The hearing continued to hear the Landlord's undisputed evidence which I have summarized below.

Issue(s) to be Decided

- Is the Landlord entitled to unpaid utilities?
- Is the Landlord entitled to monetary compensation for damage to the suite?
- Is the Landlord allowed to keep the Tenants' security deposit in partial satisfaction of the Landlord's claim?

Background and Evidence

The Landlord testified that this tenancy began on June 1, 2014. A written tenancy agreement was completed and provided as evidence for this hearing. The agreement shows that the tenancy was a fixed term tenancy of one year after which it continued on a month to month basis. Rent was payable in the amount of \$1,250.00 on the first day of each month by the Tenants. The agreement also shows that the Tenants were responsible for utilities (including electricity). The Landlord testified that the Tenants were responsible for putting the utilities into their name and paying the monthly bills.

The Landlord collected a \$625.00 security deposit from the Tenants at the start of the tenancy which she still retains. The Landlord testified that a move-in condition inspection report was completed at the start of the tenancy on May 31, 2015. The Landlord testified that the tenancy was ended by the Tenants who vacated the rental unit on August 31, 2015. A move-out condition inspection was completed but the Tenants did not provide the Landlord with a forwarding address.

The Landlord testified that after the Tenants left she put the utilities back in her name. However, the electrical utility company informed her that there was a balance outstanding in the amount of \$294.45. The Landlord provided the utility bill to verify this amount which she now seeks to recover from the Tenants. The Landlord testified that she had contacted the Tenants for them to pay this amount but despite repeated promises by the Tenants this amount remains unpaid.

The Landlord testified that in June 2015, the Tenants informed her that their dog had scratched the front door of the rental unit. The Tenants informed the Landlord that they would get this repaired and sent her a picture of the damage which the Landlord provided for this hearing. However, the Tenants informed her that the company they had contacted to complete the repair had advised that the door could not be repaired but had to be replaced. The Landlord provided a quote for the replacement of the front door in the amount of \$1,337.16 which she now seeks to recover from the Tenants.

It was also determined during the hearing that the Landlord had made a mistake with the total amount of her monetary claim as she had added the Tenants' security deposit to the total amount rather than deducted it. The Landlord confirmed during the hearing that the total amount

she was seeking from the Tenants on her Application was for the unpaid electricity bill and replacement of the door, \$294.45 and \$1,337.16 respectively.

Analysis

I have carefully considered the undisputed affirmed testimony and the documentary evidence of the Landlord in this decision as follows. I accept that the Tenants were responsible to pay for electricity in this tenancy and that the arrears in the amount of \$294.45 remain unpaid pursuant to the Landlord's testimony. I accept that the Landlord has paid these arrears and find that this amount is to be awarded to the Landlord.

I also accept the Landlord's undisputed evidence that the Tenants caused damage to the rental unit door and failed to rectify this damage at the end of the tenancy as required by Section 37(2) (a) of the Act. As a result, I find the Landlord is entitled to the replacement cost of the rental unit door as verified by the invoice amounts she provided into evidence. Therefore, the total amount awarded to the Landlord is \$1,631.61.

As the Landlord has been successful in this matter, the Landlord is also entitled to recover the \$50.00 Application filing fee pursuant to Section 72(1) of the Act. Therefore, the total amount payable by the Tenants to the Landlord is \$1,681.61. As the Landlord already holds the Tenants' \$625.00 security deposit, I order the Landlord to retain this amount in partial satisfaction of the claim awarded, pursuant to Section 72(2) (b) of the Act. As a result, the Landlord is issued with a Monetary Order for \$1,056.61.

Conclusion

The Tenants failed to pay utilities and caused damage to the rental unit door. Therefore, the Landlord may keep the Tenant's security deposit and is issued with a Monetary Order for the balance of \$1,056.61 pursuant to Section 67 of the Act. This order must be served on the Tenants and may then be filed in the Small Claims Division of the Provincial Court and enforced as an order of that court if the Tenants fail to make payment.

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: June 30, 2016

Residential Tenancy Branch