



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

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

- a. A monetary order in the sum of \$5249.56 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 a representative of the applicant and in the absence of the respondent(s) 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.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the Tenants on March 7, 2016. The representative of the landlord testified that he attempted to serve the Amended Application for Dispute Resolution to the respondents by mailing, by registered mail to the address of the rental unit. He testified that they refused to give him a forwarding address. However, they stated they had provided the Postal Service with a form requesting they forward the mail addressed to them at the dispute address. The landlord testified the materials are in the process of being returned to him as the tenant(s) failed to collect the package. I determined the landlord failed to sufficiently serve the Amended Application for Dispute Resolution on the Tenants. However, I determined there was proper service of the original Application for Dispute Resolution. July 15, 2016. With respect to each of the applicant's claims I find as follows:

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 August 15, 2015 and end on August 31, 2016. The tenancy agreement

provided that the tenant(s) would pay rent of \$1650 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$825 at the start of the tenancy.

The tenant(s) failed to pay the rent for March. The tenants vacated the rental unit shortly after March 7, 2016. The landlord re-rented the rental unit for March 15, 2016.

Landlord's Application - 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

The original Application for Dispute Resolution filed by the landlord claimed the sum of \$3850 plus the \$100 filing fee. With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord is entitled to \$825 for loss of rent for March. The tenants failed to pay the rent when due on March 1, 2016. The tenants vacated the rental unit shortly after March 15, 2016. The landlord sufficiently mitigated its loss but was not able to re-rent the rental unit until March 15, 2015 and lost half a months rent.
- b. The landlord claimed the sum of \$459 for the cost of replacing a bedroom carpet. The carpet was 1 ½ years old. After considering reasonable wear and tear I determined the landlord is entitled to \$425 of this claim.
- c. I determined the landlord is entitled to \$150 for general cleaning.
- d. I determined the landlord is entitled to \$150 for carpet cleaning of the remainder of the rental unit.
- e. I determined the landlord is entitled to \$400 for the cost of sanitizing the rental unit for pets. The tenancy agreement provided for no smoking and no pets. The tenants ignored this obligation and are responsible for the additional cost.
- f. I determined the landlord is entitled to \$1200 for the cost of painting the rental unit. The Invoice from the contractor indicates the landlord paid \$2200 for this claim. The Policy Guidelines indicate that the life expectancy of an interior paint

job is 4 years. I determined the landlord is entitled to the \$1200 claimed in the original Application for Dispute Resolution after considering wear and tear.

g. I determined the landlord is entitled to \$150 for the cost of painting a metal door.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$3300 plus the \$100 filing fee for a total of \$3400.

The landlord made other claims for the cost of repairs as evidenced in the Invoice that was submitted along with the Amended Application. I determined that as the landlord was not able to prove sufficient service of the Amended Application for Dispute Resolution on the Tenants that it was not proper to consider these additional claims. The landlord retains the right to re-apply with respect to those additional items.

Conclusion

In summary I ordered the Tenants pay the landlord the sum of \$3400.

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: July 08, 2016

Residential Tenancy Branch