



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Slocan Holdings  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR MND FF

### Introduction

This hearing dealt with an application by the landlord for a monetary compensation for damage to the rental unit and unpaid rent or utilities, as well as recovery of the filing fee.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord submitted evidence that they served the tenant with the application for dispute resolution and notice of hearing by registered mail sent on August 16, 2016. The landlord stated that the Canada Post website showed that the tenant picked up the package on August 18, 2016.. I found that the tenant was served with notice of the hearing on August 18, 2016, and I proceeded with the hearing in the absence of the tenant.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation for damage to the rental unit and unpaid rent?

Is the landlord entitled to recovery of the filing fee?

### Background and Evidence

The tenancy began on December 1, 2015. Rent of \$750.00 was payable in advance on the first day of each month. The tenant vacated the rental unit on March 31, 2016 but did not return her keys. The landlord stated that even after the tenant vacated, she repeatedly returned to the rental unit. The landlord changed the locks and disconnected the power for the rental unit on April 4, 2016.

The landlord stated that at the end of the tenancy there was extensive damage in the rental unit, including three punctures in the freezer wall of the refrigerator; damage on the stove that appeared to have been caused by a hammer; and damage to the dishwasher that appeared it had been jumped on from a height. The landlord stated that those appliances were only six months old at the beginning of the tenancy. The landlord has claimed \$105.00 for attempts to repair the appliances and \$1870.38 for the replacement costs for the fridge and stove.

The landlord stated that there was damage to a windowsill, a toilet paper dispenser and a railing; the unit required six and a half hours of cleaning; the tenant's dog caused damage to the garden; and a missing curtain was replaced. The landlord has claimed \$455.00 for these items.

The landlord stated that on March 11, 2016, the tenant's dog attacked the corporate landlord's dog that lived on the property. The landlord provided an invoice showing that the vet bill for the landlord's dog came to \$294.38. The landlord has claimed this amount.

The landlord has claimed \$100.00 in lost revenue from April 1 to April 4, 2016. The landlord also claimed costs for photocopy expenses, and recovery of the \$100.00 filing fee for the cost of this application.

In support of their claim, the landlord submitted receipts, labour notes, a quote for fixing the railing and a written statement from a neighbour regarding the tenant's dog being involved in a fight.

### Analysis

I find that the landlord has established their claim, except for the photocopying costs. I explained to the landlord in the hearing that costs associated with the dispute resolution process, aside from the filing fee, are not normally recoverable.

I accept the landlord's evidence that the tenant caused damage to the rental unit as described. I find that the landlord is entitled to the costs for repairs and replacements. I accept the landlord's evidence that the tenant's dog attacked the landlord's dog, and the tenant is therefore responsible for the ensuing vet bill.

The tenant did not return the keys to the landlord, and they therefore did not have possession of the rental unit until they made a determination that the tenant had

abandoned the unit and they changed the locks on April 4, 2016. I therefore find the landlord's claim of lost revenue of \$100.00 for April 1 to 4, 2016 to be reasonable, and I grant that portion of their claim as well.

As the landlord's application was mostly successful, they are also entitled to recovery of the \$100.00 filing fee for the cost of this application.

### Conclusion

The landlord's claim is mostly successful.

I grant the landlord an order under section 67 for the amount due of \$2,824.76. This order may be filed in the Small Claims 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 10, 2017

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Residential Tenancy Branch