



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 50 FATHOM EDGE HOLDINGS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            OPC, OPB, MND, FF

### Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution dated December 6, 2016 wherein the Landlord sought an Order of Possession as well as monetary compensation from the Tenant in the amount of \$300.00 and recovery of the filing fee.

Only the Landlord appeared at the hearing. She gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified she served the Tenant with the Notice of Hearing and the Application on December 12, 2016 by registered mail. A copy of the registered mail tracking number is included on the unpublished cover page of this my Decision.

*Residential Tenancy Policy Guideline, "12. Service Provisions"* provides that service cannot be avoided by refusing or failing to retrieve registered mail:

Where a document is served by registered mail, the refusal of the party to either accept or pick up the registered mail, does not override the deemed service provision. Where the registered mail is refused or deliberately not picked up, service continues to be deemed to have occurred on the fifth day after mailing.

Under the *Residential Tenancy Act* documents served by registered mail are deemed served five days later. Further, the Landlord testified that she spoke with the Tenant on January 10, 2017, the evening before the hearing, and at that time the Tenant confirmed she received the hearing package and was aware of the hearing today. Accordingly, I find the Tenant was duly served as of December 17, 2016 and I proceeded with the hearing in her absence.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, not all details of the Landlord's submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Matter

The Landlord testified that the Tenant vacated the rental unit. She was not able to confirm the date she moved out, only to say that since serving the Notice, and on December 19, 2016, the Landlord has attended the rental unit to deal with a water leak, and at that time the Tenant was not in the rental unit, and all of her belongings had been removed.

As the Tenant has already given up possession of the rental unit an Order of Possession was no longer required.

### Issues to be Decided

1. Is the Landlord entitled to monetary compensation from the Tenant?
2. Should the Landlord recover the filing fee?

### Background and Evidence

Introduced in evidence was a copy of the Residential Tenancy Agreement which indicated this month to month tenancy began July 1, 2016. Monthly rent was \$450.00 per month.

The Landlord testified that she claimed \$300.00 on her Application for Dispute Resolution based on information the Tenant had provided regarding damage to the rental unit. The Landlord stated that after the Tenant moved into the rental unit, she discovered that the Tenant had at least two dogs, a cat, a fish tank and a bird, contrary to clause 18 of the Residential Tenancy Agreement which provides that the Tenant must have written authorization from the Landlord. The Landlord further testified that the Tenant admitted her pets had damaged the rental unit.

The Landlord further stated that when the Tenant moved out, she discovered that the damage to the rental unit was significantly more than she anticipated. For example: she testified that there were approximately four or five holes in the drywall; two of the interior doors also need to be replaced because of damaged caused by the dogs chewing on the sides of the doors; the dogs chewed the bannister along the staircase; the hardwood flooring was significantly stained by dog urine and feces; the Tenant left garbage which required removal at a cost to the Landlord; and, the toilet requires replacement. She confirmed that she received estimates in the amount of \$2,100.00 to \$2,900.00 to deal with the damage caused by the Tenant. She further stated that the Tenant failed to pay rent for a significant period of time.

### Analysis

I find, based on the undisputed testimony and evidence of the Landlord that the Tenant and her pets caused damage to the rental unit which was not repaired at the end of the tenancy. Accordingly, I award the Landlord the **\$300.00** claimed. As the Landlord has been successful in her application, I also award her recovery of the **\$100.00** filing fee.

I accept the Landlord's evidence that the damage caused by the Tenant was significantly more than the \$300.00 claimed on her Application for Dispute Resolution and that she was unaware of the extent of the damage when she made her application. As such, I grant her leave to reapply for further monetary compensation for damage to the rental unit, as well as for unpaid rent.

### Conclusion

The Tenant vacated the rental unit such that the Landlord's claim for an Order of Possession was no longer required.

The Landlord is granted a Monetary Order in the amount of **\$400.00** for compensation for damage to the rental unit and recovery of the filing fee. This Order must be served on the Tenant and may be filed and enforced in the B.C. Provincial Court (Small Claims Division) and enforced as an Order of that Court.

As the amount of the Landlord's claim for damage exceeds the amount claimed by her at the time she filed her application, I grant her leave to reapply for further monetary compensation for damage once the cost to remedy is determined.

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, 2017

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Residential Tenancy Branch