



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, MNR, MNSD, O, OPR, 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 or loss under the Act, to end the tenancy based on unpaid rent, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on January 04, 2017 copies of the Application for Dispute Resolution and Notice of Hearing and evidence were sent to the tenant by registered mail to the rental unit address. A Canada Post tracking number and receipt was provided as evidence of service. The tenant signed accepting the mail on January 10, 2017

Therefore, I find that the documents were served the date the tenant accepted the registered mail, January 10, 2017.

The tenant did not appear at the hearing.

Preliminary Matters

The landlord said that the tenant was given all evidence in a single package, with the hearing documents. The tenant received all evidence supplied to the Residential Tenancy Branch, up to January 18, 2017. Therefore, I considered only that evidence submitted up to January 18, 2017.

The landlord submitted a number of monetary worksheets, in an attempt to increase the claim made. It was explained that the claim set out in the application would be considered. In the absence of an amended application, served to the tenant, the application would proceed based on the amount served to the tenant as part of the application. Monetary worksheets in evidence are insufficient to amend an application and do not meet the requirements of the Rules of Procedure. In order to add or change a claim the respondent party must be served with an amended application.

The landlord claimed unpaid rent that pre-dates the current fixed term tenancy. It was explained that I would consider the claim for unpaid rent from the start date of the current tenancy. Any claim related to a previous tenancy must be made as a separate application.

The landlord was informed that the claim for late fees in the sum of \$100.00 would not be successful as the fee does not comply with the Regulation.

Issue(s) to be Decided

Is the landlord entitled to compensation for unpaid rent?

Is the landlord entitled to compensation for damage to the rental unit?

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

Background and Evidence

The current tenancy commenced on August 1, 2016 as a fixed term to July 31, 2017. Rent was \$1,750.00 due on the first day of each month. The landlord is holding a security deposit in the sum of \$825.00. A copy of the tenancy agreement was supplied as evidence.

The tenancy ended as the result of a disputed 10 day Notice for unpaid rent. The tenant did not attend the hearing and the landlord was issued an order of possession on January 18, 2017. The landlord obtained a writ of possession and the tenant was moved out of the unit on January 30, 2017.

The landlord has made the following claim:

Unpaid rent August 2016	1,295.00
Unpaid rent January 2017	1,750.00
Washer and dryer	1,800.00
Furnace	3,200.00
TOTAL	\$8,045.00

The tenant paid \$1,750.00 in August 2016; \$455.00 was applied to rent arrears previously owed to the landlord. Rent outstanding in August 2016 was \$1,295.00. The tenant did not pay any rent in January 2017.

In September 2016 the tenant in the lower unit informed the landlord there was a water leak. The landlord discovered that the tenants had removed her stackable front-load washer and dryer and installed their own. The tenants had not installed the washer properly and a leak caused serious damage to the lower unit in the home.

When the landlord's appliance repairperson went to look at the leak from the washing machine he told the landlord that the machine was not the one he had repaired the previous year. It was at this point the landlord realized the tenants had removed her machines. When the landlord purchased the home in 2013 the machines were one year old. The landlord does not know if the tenants sold the machines, but they were removed from the property without the knowledge of the landlord. The landlord researched the cost of new machines. The landlord said they had been in very good condition and properly serviced.

The landlord had to make an insurance claim to remediate the water damage in the home. The majority of the repairs were completed between September and November 2016.

The landlord had the furnace serviced on an annual basis. When the furnace was started in the fall of 2016 it worked for only three days. The landlord had the technician service the furnace and it was discovered the electrical components had been ruined. The technician said the malfunction was likely caused by the water that had leaked onto the furnace. The furnace was original to the 30 year old home but had functioned well. The furnace was replaced on January 7, 2017. The furnace cost \$4,870.00.

Analysis

I have considered the evidence and reached a decision taking into account the Act, Regulation, policy; on the balance of probabilities. I have also made my findings based on the absence of the tenant, who was served with Notice of this hearing.

I find that the landlords submissions are credible and within the bounds of the Act and Regulation. The tenant did not attend the hearing to oppose the claim.

I find that the landlord is entitled to the sums claimed for unpaid rent, the washing machine and dryer and furnace. The machines were all in working order and properly serviced. I have not applied depreciation to these items as the tenant did not oppose the sums claimed. I note the landlord has claimed a depreciated sum for the furnace as it cost more than the sum claimed.

As the landlord's application has merit I find, pursuant to section 72 of the Act that the landlord is entitled to recover the \$100.00 filing fee from the tenant for the cost of this Application for Dispute Resolution.

I find that the landlord is entitled to retain the tenant's security deposit in the amount of \$825.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary order for the balance of \$7,320.00. In the event that the tenant does not comply with this order, it may be served on the tenant, 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 for unpaid rent, damage and loss and damage, as set out above.

The landlord is entitled to retain the tenant's security deposit in partial satisfaction of the monetary claim.

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: February 03, 2017

Residential Tenancy Branch