



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND MNR MNSD MNDC FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, dated October 14, 2016 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, site or property;
- a monetary order for unpaid rent or utilities;
- a monetary order allowing the Landlord to keep all or part of the security deposit or pet damage deposit;
- a monetary order for money owed or compensation for damage or loss; and
- an order granting recovery of the filing fee.

The Landlord attended the hearing and provided affirmed testimony. The Tenant did not attend the hearing.

The Landlord testified that the Tenant did not provide a forwarding address at the end of the tenancy. Accordingly, the Landlord hired a skip tracer to determine the Tenant's whereabouts. Once the Tenant's address was determined, the Landlord served the Application package, including the Notice of a Dispute Resolution Hearing and documentary evidence, on the Tenant by registered mail on October 14, 2016. Canada Post registered mail receipts were provided in support. Pursuant to sections 89 and 90 of the *Act*, documents served in this manner are deemed to be received five days later. I find the Tenant is deemed to have received the Landlord's Application package on October 19, 2016. In addition, although not an acceptable method of service of the Application, the Landlord testified that he hired a process server, who eventually posted a copy of the Landlord's Application package to the door at the Tenant's new address. An Affidavit of Attempted Service, dated October 27, 2016, was submitted in support.

The Landlord was provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Landlord entitled to a monetary order for damage to the unit, site or property?
2. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
3. Is the Landlord entitled to a monetary order allowing the Landlord to keep all or part of the security deposit or pet damage deposit?
4. Is the Landlord entitled to a monetary order for money owed or compensation for damage or loss?
5. Is the Landlord entitled to an order granting recovery of the filing fee?

### Background and Evidence

The Landlord testified the tenancy began on June 1, 2015 and ended when the Tenant vacated the rental unit on September 23, 2016, by agreement. During the tenancy, rent was \$1,200.00 per month. The Tenant paid a security deposit of \$600.00, which the Landlord holds.

The Landlord's Application sought to recover a number of costs incurred at the end of the tenancy. According to the Landlord, his realtor had taken photographs of the rental unit on June 1, 2016, three of which were included with the Landlord's documentary evidence. These images depict a relatively clean and tidy rental unit. However, the Landlord's written submissions suggest that by the time the Tenant vacated, "the property was significantly damaged, in extremely poor condition and left unsanitary."

First, the Landlord claimed \$1,200.00 for rent for the month of September 2016, which was never received. In support, the Landlord submitted with his documentary evidence a copy of a settlement agreement documented by an arbitrator on August 15, 2016. In it, the Tenant agreed to pay this amount. However, in his written submissions, the Landlord confirmed the Tenant has since refused to pay September 2016 rent as agreed.

Second, the Landlord claimed \$300.00 to replace a 32' Samsung AQUOS LCD TV, which was included with the rental unit. According to the Landlord, the TV was taken by the Tenant at the end of the tenancy. During the hearing, the Landlord acknowledged the TV was not replaced and the property was sold in February 2017.

Third, the Landlord claimed \$200.00 for hardware and labour to install the wall mount for the TV.

Fourth, the Landlord claimed \$300.00 for two Telus HD Optik PVR boxes. The Landlord testified he had to pay Telus for these items, which could not be returned to Telus because they were taken by the Tenant at the end of the tenancy.

Fifth, the Landlord claimed \$2,000.00 for the cost to repair drywall and paint the rental unit. Among the Landlord's documentary evidence were 11 colour images depicting the acronym "LBS" written on walls throughout the rental unit. The Landlord stated he tried to clean the walls but that painting was ultimately required. According to the Landlord, the Tenant also left the rental unit with damage to the drywall. The cost to have M.J., a maintenance person, complete the painting so it could be listed for sale was \$2,000.00.

Sixth, the Landlord claimed \$300.00 to repair a toilet in the rental unit. According to the Landlord, components in the toilet were broken and the bowl was stuffed with feminine hygiene products. A photograph of the toilet was provided in support. In addition, the Landlord submitted into evidence a type-written letter from M.J., which suggested the Tenant had tried to flood the rental unit.

Seventh, the Landlord claimed \$350.00 to have the rental unit professionally cleaned. The Landlord testified there was garbage everywhere; the rental unit was a "mess". A receipt for this expense was provided in support.

Eighth, the Landlord claimed \$420.00 for fees paid to a skip tracer to determine the Tenant's address and provide an affidavit of service.

Ninth, the Landlord claimed \$39.18 for registered mail costs and to prepare documents for the Application.

Tenth, the Landlord sought to recover the \$100.00 filing fee paid to make the Application.

Finally, the Landlord sought to apply the \$600.00 security deposit in partial satisfaction of any monetary award I make.

### Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

If damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement, section 67 of the *Act* empowers me to determine the amount of, and order a party to pay, compensation to the other party.

With respect to the Landlord's claim for \$1,200.00 for unpaid rent (September 2016), I find the Landlord is entitled to an award in this amount. The parties had previously agreed to this amount but the Tenant has refused to pay.

With respect to the Landlord's claim for \$300.00 for the cost of a TV that was removed by the Tenant, I find the Landlord is entitled to an award of \$300.00. Although the TV was not replaced in the rental unit and the property was ultimately sold, the Tenant removed the TV without the Landlord's consent at the end of the tenancy.

With respect to the Landlord's claim for \$200.00 for damage related to a TV wall mount, I find the Landlord is entitled to this amount. Colour images submitted with the Landlord's documentary evidence confirm the TV mount was removed by the Tenant, causing damage to the wall.

With respect to the Landlord's claim to replace two Telus HD Optik PVR boxes, I find the Landlord is entitled to an award for \$300.00. According to the Landlord, this amount had to be paid to Telus when the boxes could not be returned, having been removed by the Tenant.

With respect to the Landlord's claim for \$2,000.00 to repair drywall and paint the rental unit, I find the Landlord is entitled to the amount claimed. I am satisfied the Tenant caused the damage in the rental unit and that, despite the Landlord's efforts to clean the writing off the walls, it was necessary to repair drywall and repaint the rental unit.

With respect to the Landlord's claim for \$300.00 for parts and labour to repair the toilet, I find the Landlord is entitled to an award in that amount. The toilet was broken and, in the opinion of M.J., the Tenant had tried to flood the rental unit.

With respect to the Landlord's claim for \$350.00 to have the rental unit professionally cleaned, I find the Landlord is entitled to an award in that amount.

With respect to the Landlord's claim to recover \$420.00 paid to determine the Tenant's mailing address and serve the Application package, and \$39.18 for registered mail and Application-related expenses, I find that these items are not compensable. These aspects of the Landlord's claim are dismissed.

Having been successful, I find the Landlord is entitled to recover the \$100.00 filing fee. Further, I allow the Landlord to retain the \$600.00 security deposit in partial satisfaction of the award.

Pursuant to section 67 of the *Act*, I grant the Landlord a monetary order in the amount of \$4,150.00, which is comprised of \$4,650.00 in satisfaction of the Landlord's monetary claims, \$100.00 as recovery of the filing fee, less \$600.00 on account of the security deposit being applied.

### Conclusion

The Landlord is granted a monetary order in the amount of \$4,150.00. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: April 18, 2017

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Residential Tenancy Branch