



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

The landlord applies to recover damages and expenses regarding obtaining possession of the premises and the cleaning and repair of the premises after regaining possession.

Neither tenant attended for the hearing within 25 minutes after its scheduled start time.

The landlord shows that she hired a process server N** Services Inc. (name redacted for privacy reasons) to locate the tenants and to serve them with this application. She testifies that she has in hand an email from Ms. D.H. of that company, stating that the residential tenancy documents were served on the tenant Ms. M.M. at the residence the company located on December 12, 2016. The email states that the tenant Mr. E.S. was not home at the time. The landlord indicates that Mr. E.S. was not otherwise served.

Section 89 of the *Residential Tenancy Act* (the “RTA”) makes it clear that an application of this nature must be served on a tenant either personally or by registered mail. Service on one tenant is not satisfactory service on any other tenant, even when they are living in the same home.

The landlord has failed to prove satisfactory service on Mr. E.S. It was the landlord's choice to continue the application against Ms. M.M. who, I find, was duly served. She is free to re-apply against Mr. E.S.

Issue(s) to be Decided

What is the proper measure of damages for the occurrences the landlord relates?

Background and Evidence

The rental unit is a two bedroom house. The tenancy started in August 2015 for a one year fixed term but the tenants were evicted in May 2016 for non-payment of rent.

The tenants did not vacate. The landlord was required to hire a bailiff to dispossess them. The tenants did not take all of their belongings with them when they left nor did they provide a forwarding address. The landlord hired the aforementioned company to locate them.

The tenants cause significant damage to interior walls and floors.

Analysis

The landlord has set out her monetary claim in a Monetary Order Worksheet. On the landlord's undisputed evidence I award the following.

- #1 Materials for cleaning and repair: I award the landlord \$439.02 as claimed.
- #2 Materials and landfill: I award the landlord \$85.51 as claimed.
- #3 Landfill and court filing fee: The court filing fee was to register an arbitrator's order. I award the landlord \$178.50 as claimed.
- #4 Registered mail: This would appear to be registered mail for a small claims court proceeding that the landlord brought in error. The tenants are not responsible for that expense. I dismiss this item of the claim.
- #5 Hours, mileage 5 days rent and costs: I award the landlord \$740.00 for her 37 hours of labour cleaning and repairing the premises. I award her \$50.00 for ten trips to the landfill, a total distance of 100 km. I award her occupation rent of \$200.00 for the first five days of May that the tenants retained possession of the home. The total award for this item is \$990.00.
- #6 Bailiffs: I award the tenant \$3255.49 for bailiff's services retaking possession.
- #7 N** Services Inc: I award the landlord her \$283.50 cost in paying to locate the tenants and having Ms. M.M. served.

Conclusion

The landlord is entitled to a monetary award totalling \$5232.02 plus recovery of the \$100.00 filing fee.

The tenants' security deposit has previously been applied against an earlier monetary award obtained by the landlord.

The landlord will have a monetary order in the amount of \$5332.02 against the respondent Ms. M.M.

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: June 08, 2017

Residential Tenancy Branch