



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR GP Inc., general partner for NPR Limited Partnership
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

Landlords' Application made June 6, 2017: MNSD; SS
Landlords' Application made December 20, 2017: MNDC

Introduction

The Landlords made an Application on June 6, 2017, seeking to apply the security deposit towards damages and to obtain an order for substituted service. The Landlords' application for a substituted service order was granted on June 28, 2017. A copy of that Decision should be read in conjunction with this Decision. The remainder of the Landlords' application was dismissed with leave to reapply.

On December 20, 2017, the Landlords made another Application seeking compensation for damage or loss under the Act, regulation or tenancy agreement.

The Landlord LM attended the Hearing, which was scheduled on February 5, 2018, at 11:00 a.m., by teleconference. Neither of the Tenants attended the Hearing. LM gave affirmed testimony at the Hearing.

LM testified that she e-mailed the Notice of Hearing documents to the Tenant LV on December 21, 2017, in compliance with the substituted service order issued on June 28, 2017. Based on LM's affirmed testimony, I find that the Tenant LV was duly served. The Tenant RE was not served with the Notice of Hearing documents and therefore I dismiss the Landlords' claim against him.

Issue(s) to be Decided

Are the Landlords entitled to a monetary award?

Background and Evidence

The Landlords provided the following oral testimony and documentary evidence with respect to this tenancy:

- This tenancy began on December 1, 2016. Monthly rent was \$1,200.00, due on the first day of each month. The tenancy agreement required that the Tenants pay a security deposit of \$600.00 and a pet damage deposit of \$600.00; however, the Landlord LM testified that the Tenants paid a total of only \$1,000.00 for the deposits.
- The Tenants abandoned the rental unit on or about May 22, 2017, without leaving a forwarding address and without returning the keys to the rental unit.
- The Tenants “left the property in a shambles”, requiring the Landlords to clean the rental unit; repair the wooden floors; replace the fridge; replace the mail key and door locks; spray the rental unit for fleas; and incur fees for hauling 4 loads of garbage to the dump.
- The Landlords provided copies of invoices, receipts and e-mails in support of their claim.
- The total cost incurred was \$1,595.08. The Landlords seek to apply the deposits against the damages and abandon any other monetary claim for the damages.

Analysis

I accept the Landlords’ undisputed and affirmed testimony in its entirety. I find that the Tenants did not leave the rental unit in a reasonably clean condition at the end of the tenancy, contrary to the provisions of the Act, and that the Landlords suffered a loss as a result of the Tenants’ breach. The Landlords seek compensation in the amount of \$1,000.00 and I find that the Landlords are entitled to a monetary award in that amount.

Tenants are jointly and severally responsible for damages caused during the course of a tenancy. Pursuant to the provisions of Section 72 of the Act, the Landlords may apply the \$1,000.00 deposits in satisfaction of their monetary award.

Conclusion

The Landlords are entitled to a monetary award in the amount of \$1000.00 against the Tenant LV.

The Landlords may retain the security and pet damage deposits in full satisfaction of their monetary award, pursuant to the provisions of Section 72 of the Act.

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: February 5, 2018

Residential Tenancy Branch