



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, MNSD, MND, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, for the cost of cleaning and removal of items left behind by the tenant, for the cost of a process server's fees, for the cost of emergency plumbing, and replacement of a curtain rod and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim.

The landlord testified that she served the tenant with the notice of hearing on September 21, 2017, by using the services of a process server. The landlord filed a copy of the proof of service. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on June 15, 2016 and ended in late July 2017. The monthly rent was \$1,300.00 due on the first of each month. Prior to moving in the tenant paid a deposit of \$300.00

The landlord stated that the tenant owed rent for July in the amount of \$940.00 and that he moved out without informing her, leaving the unit in a condition that required cleaning and removal of items he left behind. The landlord also stated that the tenant broke the

mailbox, broke the screens and removed the shower curtain rod and she is claiming the cost of replacing them. The landlord agreed that she had not replaced them and now the unit has sold.

The landlord stated that the tenant took on a female room mate who caused a problem with the plumbing by placing feminine hygiene products down the toilet. The landlord had to hire a plumber who provided a report along with his charges for removal of these items from the drains.

The landlord stated that the tenant moved out without providing a forwarding address and the landlord attempted to serve him at his place of work without success. The landlord was forced to hire a process server and is claiming the cost she incurred.

The landlord is claiming the following:

1.	Unpaid rent for July 2017	\$940.00
2.	Cleaning	\$500.00
3.	Removal and dumping of items left behind	\$350.00
4.	Plumbing costs	\$402.15
5.	Replacement of screens	\$155.00
6.	Replace shower rod and mailbox	\$60.00
7.	Process server	\$1,265.00
8.	Filing fee	\$100.00
	Total	\$3,772.15

The landlord has provided photographs and receipts to support her claim.

Analysis

Based on the sworn testimony of the landlord and in the absence of evidence to the contrary, I find that the tenant did not pay full rent for July 2017 and accordingly the landlord is entitled to \$940.00.

The landlord has provided photographs and invoices to support her claim for cleaning, removal and dumping of items left behind by the tenant. I find that the landlord has proven her claim for these items.

The report from the plumber indicates that the drain blockage was due to feminine hygiene products. Since the tenant's roommate was negligent by putting items into the

toilet that caused the problem, I find that the landlord is entitled to recover her costs incurred for plumbing.

The landlord testified that she did not replace the screens, the shower curtain rod and the mailbox prior to selling the rental unit. Accordingly I dismiss the landlord's claim for items #5 and #6.

The tenant did not provide the landlord with a forwarding address and the landlord was unable to locate the tenant without using the services of a process server. The landlord has filed proof of the costs she incurred for this service. I find that the landlord is entitled to recover this cost.

Since the landlord has proven most of her case I award her the recovery of the filing fee.

Overall the landlord has established the following claim:

1.	Unpaid rent for July 2017	\$940.00
2.	Cleaning	\$500.00
3.	Removal and dumping of items left behind	\$350.00
4.	Plumbing costs	\$402.15
5.	Replacement of screens	\$0.00
6.	Replace shower rod and mailbox	\$0.00
7.	Process server	\$1,265.00
8.	Filing fee	\$100.00
	Total	\$3,557.15

Overall the landlord has established a claim of \$3,557.15. I order that the landlord retain the security deposit of \$300.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$3,257.15. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order of **\$3,257.15**.

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: March 03, 2018