



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

The landlord applies for a monetary award for the cost of cleaning and repair and for loss of rental income.

Neither tenant attended the hearing within 60 minutes after its scheduled start time. The landlord Ms. F. testifies that she serve each with the application and notice of hearing by registered mail (Canada Post tracking numbers shown on cover page of this decision).

Canada Post records show that the mail to the tenant Mr. S.S. was claimed and signed for by him. I find that he has been duly served.

Regarding the tenant Ms. J.T., Ms. F says that she sent the mail to a box number provided by Ms. J.T. to Ms. F.'s agent Mr. G.R. at the move out inspection of the premises and written down on the back of the move out inspection report. Mr. G.R. testified that though he had no exact recollection of getting M.s J.T.'s postal box number from her, he asked her all the questions in the standard move out report including the forwarding address information. The landlord did not provide a copy of the back of the report for this hearing but testifies that on it was written the box number.

The landlord sent the application and notice of hearing to the tenant at that box number. Canada Post records show that it went "unclaimed."

In my view the fact that Canada Post noted the mail as unclaimed is confirmation that the post box was that of the tenant Ms. J.T.. Otherwise the post office would have returned the item marked "no such addressee" or a similar remark.

On this evidence I find that the tenant Ms. J.T. has been duly served.

The rental unit is a two bedroom house. The tenancy started in November 2014 and ended in February 2017. At the end of the tenancy the monthly rent was \$515.00. The landlord holds a \$250.00 security deposit and a \$250.00 pet damage deposit.

Cleaning

The landlord testifies the move out report shows and a handyman's statement confirms that the rental unit required significant cleaning after the tenants vacated. The landlord shows that he spent \$430.00 for cleaning services and I award her that claim.

Painting and Repair

The landlord testifies, the move out report shows and a handyman's statement confirms that significant painting and repairs were required to holes in the walls, replacement of a ceiling fan, replacement of broken locks, replacement of flooring, replacement of heating outlets, installation of door knobs and repair of a bathroom wall. She has paid \$1225.00 for that work and I award her that claim.

Paint and Related Materials

I award the landlord \$712.12 for paint and related materials as per the three receipts filed.

Door Glass

I award the landlord \$171.28 for the supplying and replacement of a broke class in a door.

Fan Light

I award the landlord \$22.40 for the cost of a used fan light.

Loss of Rental Income

The repairs necessitated by the tenants' failure to return the premises in reasonable condition free of damage, prevented the landlord from renting for the month of April

2017. I award her \$515.00 for the rent plus \$26.15 for power and \$32.89 for gas, which the new tenants, had she been able to rent to any, would have paid.

Conclusion

The landlord is entitled to a monetary award totalling \$3213.21. She seeks only \$2213.21. I award her that amount plus recovery of the \$100.00 filing fee for this application.

I authorize the landlord to retain the \$500.00 of deposit money she holds, in reduction of the award. The landlord will have a monetary order against the tenants for the remainder of \$1813.21

This decision was rendered at hearing 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: March 28, 2018

Residential Tenancy Branch