Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNR; MND; MNDC; MNSD; FF

Introduction

This is the Landlord's Application for Dispute Resolution made September 13, 2017, seeking a monetary award for unpaid rent, damages, and compensation for damage or loss; to apply the security deposit towards her monetary award; and to recover the cost of the filing fee from the Tenants.

This matter was scheduled to be heard by teleconference at 1:00 p.m., April 11, 2018. The Landlord YU gave affirmed testimony at the Hearing. She testified that the parties had a previous Hearing on September 6, 2017, which was her Application for an early end to tenancy. YU stated that the parties reached a settlement agreement that the tenancy would end on September 30, 2017. YU testified that the Tenants moved out of the rental unit in "early October" without providing a forwarding address.

YU testified that she mailed the Notice of Hearing package and her initial evidence package to each of the Tenants, by registered mail, to the rental unit on September 22, 2017. She stated that the Tenant LM signed for his registered package, but that the remaining three Tenants refused to accept their packages. The Landlord provided copies of the Canada Post tracking information and returned envelopes, which confirm that the Tenant LM signed for the registered package on September 27, 2017, and that the remaining three Tenants refused to accept delivery on September 27, 2017.

Section 89 of the Act allows for service by way of registered mail. Based on the Landlord's affirmed testimony and the documentary evidence provided, I find that all four Tenants were duly served with the Notice of Hearing and Landlord's initial evidence package on September 27, 2017. The telephone line remained open and monitored for

one hour, but none of the Tenants signed into the teleconference. The Hearing continued in their absence.

The Landlord YU provided additional documentary evidence to the Residential Tenancy Branch on March 27, 2018, but stated that she could not serve the Tenants with her additional evidence because they had moved without giving a forwarding address. The Landlord's additional evidence included an increased claim for damages, in the amount of $24,392.00. I explained to the Landlord that I could not consider evidence that the Tenants had not seen, and she acknowledged that she understood and wished to proceed on her initial claim in the amount of $6,400.00. The Landlord also acknowledged that she understood that if she was successful she would have to serve the Tenants with her Monetary Order.

Issue(s) to be Decided

Is the Landlord entitled to a monetary award in the amount of $6,400.00, as claimed on the Monetary Order Worksheet dated September 20, 2017?

Background and Evidence

The Landlord gave the following affirmed testimony:

This tenancy began on October 1, 2016. Monthly rent was $1,200.00, due on the first day of each month. The Tenants were required to pay a security deposit in the amount of $600.00, but paid only $400.00. The Tenants got a pet in March, 2017, and the Landlord required a pet damage deposit in the amount of $600.00, but the pet damage deposit was never paid.

The Tenants were on assistance and their rent was supposed to be paid directly to the Landlord by the ministry, but was not. The Tenants did not pay any rent for August or September, 2017. The Landlord seeks a monetary award in the amount of $2,400.00 for unpaid rent.

The Tenants "filled the yard, garage and barn with old fridges and a camper van/cube van". The Tenants allowed people to live in the garage, without the Landlord's consent. In July, 2017, a fire started in the garage, which damaged two properties next door. The police attended and told the Landlord that they believed the Tenants were running a "meth lab".

The Tenants "maliciously damaged every door and door frame" in the rental unit, "smashed all but one window, broke the glass out of the gas fireplace, threw knives and hatchets through the walls", and left the rental unit very dirty and the rental property full of junk. The Landlord had to make repairs, take the junk to the dump, and clean the rental unit. The actual cost of repairs, including the $15,000.00 for the fire loss, was $24,392.00. The Landlord's insurance paid only for $10,000.00 of the fire loss because her insurance deductible was $5,000.00.

The Landlord is seeking $3,000.00 for the cost of repairs to the rental unit and $1,000.00 for junk removal, pursuant to her Monetary Order Worksheet dated September 20, 2017, and provided to the Tenants.

Analysis

I accept the Landlord's undisputed affirmed testimony in its entirety.

I find that the Landlord is entitled to unpaid rent in the amount of $2,400.00 for the months of August and September, 2017.

I find that the damages as described by the Landlord are extensive and most probably exceed the amount claimed on her Monetary Order worksheet. I find that the Landlord is also entitled to damages in the total amount of $4,000.00 for repairs and junk removal.

The Landlord has been successful in her Application and I find that she is entitled to recover the cost of the $100.00 filing fee from the Tenants.

Pursuant to the provisions of Section 72 of the Act, the Landlord may apply the $400.00 security deposit towards her monetary award.

I hereby provide the Landlord with a Monetary Order, calculated as follows:

Unpaid rent	$2,400.00
Damages	$4,000.00
Recovery of filing fee	$100.00
Less set off of security deposit	<$400.00>
TOTAL	$6,100.00

Conclusion

The Landlord is provided with a Monetary Order in the amount of **$6,100.00**, for service upon the Tenants. Once this Order has been served, it may be enforced in the Provincial Court of British Columbia (Small Claims Division).

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 24, 2018

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Residential Tenancy Branch