



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MND, MNR, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, removal of garbage, replacement of appliances, repairs and cleaning costs.

The landlord testified that the tenant moved out of the rental unit without informing her, sometime in the first week of November 2015 and moved into the property next door. The landlord observed the tenant's vehicle parked next door and saw both tenants coming and going from the rental property that they had moved to. The landlord testified that the community is small and made up of less than 3000 people and from her observations she was confident that the tenants were now her neighbours. The landlord obtained the postal address from the number of the property that was posted on the gate. The landlord stated that the tenant was still residing next door as of the date of this hearing.

On September 21, 2017, the landlord attempted to serve the tenant in person but the tenant did not respond to her knock on his door. Instead the tenant called the police and reported the landlord as trespassing on his property. On September 22, 2017, the landlord served the tenant with a notice of hearing by registered mail. The package was not picked up by the tenant and was returned to the landlord. The landlord provided a tracking slip and a copy of the online tracking of the package.

Based on the sworn testimony of the landlord, I find on a balance of probabilities that it is more likely than not that the tenant resides next door to the landlord and chose not to pick up the package sent by the landlord.

Residential Tenancy Policy Guideline No. 12 provides that, where a document is served by registered mail, the refusal of the party to either accept or pick up the registered mail, does not override the deemed service provision.

Where the registered mail is refused or deliberately not picked up, service continues to be deemed to have occurred on the fifth day after mailing.

Based on the landlord's evidence and pursuant to section 89 and 90 of the *Act*, I find that the tenant has been deemed served with the landlord's dispute resolution hearing package on September 27, 2017, 5 days after the mailing of the package.

The tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Even though this tenancy ended in November 2015, the landlord stated that she was overwhelmed with the mess the tenant left behind and at first decided not to apply for dispute resolution. However she testified that the cost to clean up the mess and repair the damage was extensive and therefore she changed her mind and made this application on September 19, 2017.

Pursuant to section 60 of the *Residential Tenancy Act*, an application for disputes resolution must be made within two years of the date that the tenancy ended. Based on the testimony of the landlord I find that the landlord made this application within the legislated time frame.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, removal of garbage, repairs, replacement of appliances and cleaning costs?

Background and Evidence

The tenancy started on May 01, 2015. The monthly rent was \$1,000.00 payable on the first of each month. The rental unit consists of a three bedroom house. The landlord testified that the tenant had multiple jobs and one of them was clean up and removal of debris from construction sites.

The landlord stated that tenant failed to pay rent for September 2015 and paid \$500.00 for October 2015. On October 21, 2015, the landlord served the tenant with a 10 day notice for unpaid rent in the amount of \$1,500.00. In the first week of November 2015, the landlord found that the tenant had vacated the rental unit.

The landlord testified that the tenant left the unit extremely dirty and the yard was filled with materials removed from a demolition site. The landlord hired a garbage removal company to clean up and dispose of the materials.

The landlord stated that she found the well pump broken and hired a professional tradesman to repair it. The landlord testified that the pump was just two years old at the start of the tenancy. The repair man informed the landlord that the pump was run continuously even when the well was dry and therefore the motor was damaged beyond repair. The landlord is claiming the cost of replacing the well pump.

The landlord stated that the glass pane on the wood stove was broken and it cost her \$225.00 to replace. The landlord stated that the floor tiles were damaged beyond normal wear and tear and filed photographs to support her testimony. The photographs demonstrate that the tiles were badly damaged and some removed leaving the floor bare. The landlord testified that it cost her \$1,650.00 to replace the tiles. The landlord filed receipts as proof of the cost she incurred to replace the glass on the wood stove and to replace the tiles.

The landlord stated the tenant removed the handle of the refrigerator and replaced it with deer antlers. This caused the refrigerator to mal function and rust. The landlord is claiming the cost of replacing the refrigerator.

The tenant worked as a cleanup contractor and left huge mounds of demolition waste in the yard. The landlord filed photographs of the debris left behind and stated that it cost her \$2,000.00 to have it disposed of. The landlord provided sufficient evidence to support her claim.

The landlord is also claiming for the cost of cleanup of the rental unit and has filed photographs to support her claim. The photographs show the unit left in an unclean condition. The landlord also filed invoices to support her monetary claim for the cleaning of the rental unit.

The landlord has also claimed for the cost of replacing a pitchfork and a wheelbarrow. A photograph depicts the tenant using the wheelbarrow. The landlord stated that the wheelbarrow was missing from the property. The landlord also claimed the cost of replacing a missing pitch fork but added that she was able to purchase a second hand one for \$25.00.

The landlord stated that she had valuable art and jade in the home that was destroyed and is claiming the cost of the loss. The landlord did not provide proof of the value of the art. The landlord is also claiming the cost of replacing a pellet stove that went missing and has filed an advertised price of \$1,599.00

The landlord is claiming the following:

1.	Unpaid rent	\$1,500.00
2.	Repair glass of wood stove	\$225.00
3.	Garbage disposal	\$2,000.00
4.	Cleaning (\$175.00 + \$120.00)	\$295.00
5.	Parts and labor to replace water pump	\$657.00
6.	Repair and replace tiles	\$1,650.00
7.	Estimate for tiles	\$80.00
8.	Replace damaged refrigerator	\$548.00
9.	Stolen art and jade	\$1,139.00
10.	Stolen Pellet Stove	\$1,599.00
11.	Stolen Pitch fork	\$105.00
12.	Stolen wheelbarrow	\$245.00
	Total	\$10,043.00

Analysis

1. Unpaid rent - \$1,500.00

Based on the undisputed sworn testimony of the landlord, I find that the tenant was served with a notice to end tenancy for \$1,500.00 in unpaid rent. The tenant did not pay rent or did the tenant dispute the notice and simply moved out without informing the landlord. I find that the landlord is entitled to her claim for unpaid rent.

2. Repair glass of wood stove - \$225.00

3. Garbage disposal - \$2,000.00

4. Cleaning \$295.00

5. Parts and labor to replace water pump - \$657.00

6. Repair and replace tile - \$1,650.00

The landlord has provided photographs and invoices to support her claim for the above items numbers 2 to 6. Based on the landlord's testimony and the documents filed into evidence, I find that the landlord is entitled to these claims

7. Estimate for tiles - \$80.00

The landlord did not file an invoice for the purchase of this item and therefore I dismiss this claim.

8. Replace damaged refrigerator - \$548.00

Based on the undisputed testimony of the landlord, I find that the tenant destroyed the refrigerator by replacing the handle with deer antlers. I find that the landlord has filed sufficient evidence by way of photographs and an invoice to support her claim.

9. Stolen art and jade - \$1,139.00

The landlord stated that she had valuable art and jade that was destroyed by the tenant. The landlord did not provide any evidence to support the value of the items she is claiming for and therefore I dismiss her claim.

10. Stolen pellet stove - \$1,599.00

The landlord stated that the pellet stove was missing and is claiming the cost of replacement. The landlord filed a similar picture of the stove and its value as advertised. The landlord has not yet replaced the stove and therefore has not incurred this cost. I dismiss this portion of the landlord's claim with leave to reapply.

11. Stolen pitchfork \$105.0012. Stolen wheelbarrow - \$245.00

The landlord testified that she replaced the pitchfork with a used one which cost her \$25.00. I find that the landlord is entitled to \$25.00. The landlord has filed sufficient evidence to support her claim to replace the wheelbarrow. Accordingly I award the landlord \$245.00.

The landlord has established a claim as follows:

1.	Unpaid rent	\$1,500.00
2.	Repair glass of wood stove	\$225.00
3.	Garbage disposal	\$2,000.00
4.	Cleaning (\$175.00 + \$120.00)	\$295.00
5.	Parts and labor to replace water pump	\$657.00
6.	Repair and replace tiles	\$1,650.00
7.	Estimate for tiles	\$0.00
8.	Replace damaged refrigerator	\$548.00
9.	Stolen art and jade	\$0.00
10.	Stolen Pellet Stove	\$0.00
11.	Stolen Pitch fork	\$25.00
12.	Stolen wheelbarrow	\$245.00
	Total	\$7,145.00

Overall the landlord has established a claim of \$7,145.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. 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 for the amount of **\$7,145.00**.

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 13, 2018

Residential Tenancy Branch