



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDL, MNRL, MNDCL, FFL

### Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution ("application") under the *Residential Tenancy Act* ("Act") for a monetary order for damages to the unit, site or property, money owed for compensation for damage or loss under the *Act*, regulation or tenancy agreement, for unpaid rent or utilities, and to recover the cost of the filing fee.

The landlord attended the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing ("Notice of Hearing"), application and documentary evidence were considered. The landlord testified that the Notice of Hearing, application and documentary evidence were served on the tenant in two ways. The first method according to the landlord was by registered mail with signature required on May 2, 2018 and that the package was addressed to the tenant and was returned to the landlord as "unclaimed". The registered mail tracking number has been included on the cover page of this decision for ease of reference. The landlord also affirmed that he hired a process server JD ("process server"); who the landlord affirmed successfully served the tenant with the Notice of Hearing, application and documentary evidence on May 9, 2018 with the registered mail package information. Based on the Affidavit of Service signed by the process server submitted by the landlord, I find the tenant was deemed served five days after May 9, 2018 which is when I am satisfied that the tenant was fully aware of the registered mail information, which would be May 14, 2018.

I find the tenant was served as indicated above based on the testimony of the landlord and the information provided by the process server. Therefore, the hearing continued without the tenant present and as such, I consider this application to be unopposed by the tenant.

#### Preliminary and Procedural Matter

The landlord confirmed their email address at the outset of the hearing. Accordingly, the decision will be emailed to the landlord and sent by regular mail to the tenant who did not attend the hearing to provide their email address.

#### Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?
- Is the landlord entitled to the recovery of the cost of the filing fee under the *Act*?

#### Background and Evidence

The landlord affirmed that the tenancy began on April 9, 2016 and that the tenant was evicted on July 20, 2016 for non-payment of rent. The landlord affirmed that monthly rent was \$1,995.00 per month and was due on the first day of each month. The landlord stated that he did not submit his application until May 2, 2018 as it took that long to locate the tenant as the tenant failed to provide their written forwarding address to the landlord. I note that the landlord did file within the two year statutory timeline under the *Act*.

The landlord stated that the tenant did not pay a security deposit during the tenancy and referred to a previous decision ("previous decision"); the file number of which has been included on the cover page of this decision for ease of reference. The landlord testified that in the previous decision, the landlord was granted an order of possession and unpaid rent for April and May and was granted leave to reapply for further loss of rent as necessary.

The landlord is claiming a total of \$7,455.63 comprised as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Unpaid rent for June, July and August 1-19 <sup>th</sup> inclusive	\$4,335.00
2. Unpaid utilities	\$568.91

3. Eviction charges	\$1,433.04
4. Cleaning expenses	\$320.00
5. Damage hardwood flooring	\$500.00
6. Garage door remote	\$36.82
7. Missing wood coatrack	\$100.00
8. Rekeying (keys not returned)	\$161.86
<b>TOTAL</b>	<b>\$7,455.63</b>

Regarding item 1, the landlord has claimed \$4,335.00 in unpaid rent and loss of rent. The landlord testified that he arrived at the amount of \$4,335.00 by taking the monthly rent of \$1,995.00 for the months of June and July of 2016 as the tenant did not vacate until July 20, 2016. In addition, landlord affirmed that he was able to secure new tenants who moved in August 20, 2016 and paid \$650.00 for August 20-31, 2016; and as a result the amount of \$1,995.00 for August was reduced by the amount of \$650.00. Furthermore, the landlord stated that the tenant did pay \$1,000.00 on July 12, 2018 in an attempt to avoid eviction so the amount of \$5,335.00 less \$1,000.00 equals \$4,335.00.

Regarding item 2, the landlord has claimed \$568.91 for unpaid utilities and confirmed that the tenancy agreement did not include the cost of utilities in the monthly rent. The landlord submitted invoices which supports the amount of \$568.91 being claimed for this portion of the landlord's claim.

Regarding item 3, the landlord has claimed \$1,433.04 for the cost of bailiff fees due to the tenant failing to vacate the rental unit after not paying rent as required by the tenancy agreement. The landlord submitted an invoice from the bailiff company in the amount of \$1,433.04 as claimed.

Regarding item 4, the landlord has claimed \$320.00 to clean the rental unit which the landlord stated was left in a dirty state by the tenant. The landlord submitted an invoice for cleaning costs in evidence in the amount of \$320.00.

Regarding item 5, the landlord has claimed \$500.00 to repair hardwood floor that the landlord stated was damaged by the tenant during the tenancy. The landlord submitted before and after photos of the hardwood flooring which showed damage to the hardwood flooring as claimed. The landlord stated that while \$500.00 was a very low estimate and that the actual cost far exceeds the amount claimed. The landlord also stated that the felt pads he provided to the tenant to use before moving any furniture on

the hardwood flooring were unused and in the rental unit after the tenant vacated the rental unit.

Regarding item 6, the landlord has claimed \$36.82 for the cost to replace a garage remote that the tenant failed to return at the end of the tenancy. The landlord provided a receipt for the garage remote in evidence.

Regarding item 7, the landlord has claimed \$100.00 for a missing wood coatrack that a before photo clearly showed being inside of the rental unit at the start of the tenancy. The landlord testified that after the tenant vacated the rental unit that the coatrack was missing and was never returned by the tenant.

Regarding item 8, the landlord has claimed \$161.86 for the cost to rekey the rental unit locks due to the tenant failing to return the keys to the rental unit. The landlord submitted a receipt in evidence in support of this portion of the landlord's claim.

### Analysis

Based on the undisputed documentary evidence and undisputed testimony of the landlord provided during the hearing, and on the balance of probabilities, I find the following.

As I have accepted that the tenant was served with the Notice of Hearing, application and documentary evidence and did not attend the hearing, I consider this matter to be unopposed by the tenant. As a result, I find the landlord's application is fully successful as I find the evidence supports the landlord's claim and is reasonable. I also find that the tenant breached section 26 of the *Act* which applies and requires that a tenant pay rent on the date that it is due in accordance with the tenancy agreement. In addition, I find that the tenant breached section 37 of the *Act* which requires the tenant to leave the rental unit in a reasonably clean condition less reasonable wear and tear. Having reviewed the cleaning receipt I am satisfied that the tenant left the rental unit in an unreasonably dirty condition that required cleaning by the landlord before being re-rented.

Given the above, I find the landlord has met the burden of proof in proving their entire claim of **\$7,455.63** as claimed.

As the landlord's claim was successful, I find the landlord is entitled to the recovery of the cost of the filing fee of **\$100.00** pursuant to section 72 of the *Act*, as their application was fully successful. Based on the above, I find the landlord has established a total

monetary claim of **\$7,555.63** comprised of \$7,455.63 as claimed plus the \$100.00 recovery of the cost of the filing fee.

I grant the landlord a monetary order pursuant to section 67 of the *Act*, for the amount owing by the tenant to the landlord in the amount of **\$7,555.63**.

I caution the tenant to comply with sections 26 and 37 of the *Act* in the future.

### Conclusion

The landlord's application is fully successful.

The landlord has been granted a monetary order pursuant to section 67 of the *Act*, for the amount owing by the tenant to the landlord in the amount of \$7,555.63. The landlord must serve the tenant with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

This decision is final and binding on the parties, unless otherwise provided under the *Act*, 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: July 3, 2018

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Residential Tenancy Branch