



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENNINSULA PROPERTY MANAGE [suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

The landlord applies for a monetary award for unpaid rent and utilities and for the cost of cleaning and lock changes after the tenancy ended.

Neither of the respondent tenants attended the hearing within fifteen minutes after its scheduled start time at 1:30 p.m. on September 3, 2019. The teleconference hearing connection remained open during that time in order to enable the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that the landlord's representative Ms. L. and this arbitrator were the only ones who had called into this teleconference during that period.

Ms. L. showed that the tenants had been served with the Notice of Dispute Resolution Proceeding by registered mail (tracking numbers shown on cover page of this decision) to a forwarding address the tenant Ms. D. had provide for both tenants verbally to her.

Canada Post tracking records show that the mail to the tenant Mr. D. was "refused by recipient" and that the mail to the tenant Ms. D. was "unclaimed by recipient." This record satisfies me that the tenants were known by Canada Post to be addressees receiving mail at that address and corroborates that address as being the tenants' current address at which they reside.

A party may not avoid service by refusing or declining to claim registered mail. I find that both tenants have been duly served in accordance with s. 89 of the *Residential Tenancy Act*.

The rental unit is a four bedroom house, rented partially furnished, starting with Ms. D. as the tenant in August 2018 and then with Mr. D. added as a tenant in February 2019. The monthly rent was \$2900.00. The landlord holds a \$1450.00 security deposit.

On the evidence presented by Ms. L., particularly the state of the premises at the end of the tenancy as shown very completely in the photographic evidence filed, I find that the landlord's claim is fully justified.

I award the landlord recovery of the two cleaning bills of \$150.00 and \$687.50 totalling \$837.50 and the carpet cleaning bill of \$525.00.

I find that the landlord is entitled to recover the lock change cost of \$291.27 incurred on May 8, 2019 because the tenants had changed them without the landlord's knowledge or permission during the tenancy. I find that the landlord is entitled to recover the lock change cost of \$676.20 incurred May 13, 2019 after the tenants attended at the rental unit and again change the locks or otherwise tampered with them, for a total of \$967.47.

On Ms. L.'s undisputed testimony I find that the tenants owe two months' unpaid rent totalling \$5800.00, an outstanding Hydro bill of \$54.78 and an outstanding water bill of \$98.50. I find the tenants owe \$225.00 in late fees under the tenancy agreement.

Conclusion

The landlord is entitled to a monetary award totalling \$8508.25 plus recovery of the \$100.00 filing fee. I authorize it to retain the \$1450.00 security deposit in reduction of the amount awarded. The landlord will have a monetary order against the tenants for the remainder of \$7158.25

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: September 03, 2019

Residential Tenancy Branch