



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, FF

Introduction

This hearing dealt with a landlord's application for a Monetary Order for damage to the rental unit and damage or loss under the Act, regulations or tenancy agreement. The tenants did not appear at the hearing. The landlord testified that the hearing documents, including evidence, were sent to the tenants at their current residence via registered mail on July 20, 2012. The landlord explained that the tenants have continued to be tenants of the landlord but in a different rental unit. The landlord verbally provided two registered mail tracking numbers as proof of service. The landlord testified that the male tenant picked up the registered mail but the registered mail addressed to the female tenant remained unclaimed.

The Act provides that registered mail is deemed to be received five days after mailing. A party cannot avoid service by refusing or not claiming the registered mail. I was satisfied the tenants have been sufficiently served and I proceeded to hear from the landlord without the tenants present.

Issue(s) to be Decided

Has the landlord established an entitlement to a Monetary Order for damage and cleaning in the amount claimed?

Background and Evidence

The tenants took possession of the rental unit on February 21, 2008. The tenancy ended November 30, 2010. A security deposit was not paid or collected.

On November 3, 2011 the landlord and tenants signed a "Repayment Agreement" to acknowledge the debit of \$2,390.80 for "chargebacks" and agree that the tenants shall repay the landlord with \$50.00 monthly installments until the debt is paid in full. The landlord submitted that the tenants did not make any monthly payments which necessitated this application.

The landlord testified that the tenants did come forward with a \$100.00 payment just last week. Taking into account the recent payment, the landlord requested a Monetary Order in the reduced amount of \$2,290.80 plus recovery of the filing fee paid for this application.

The landlord submitted that the claim is comprised of the following charges:

<u>Description</u>	Amount
Carpet cleaning	201.60
Door repair	30.00
Paining – cost of second coat only	1800.00
Furniture disposal	<u>26.20</u>
Total charges	\$ 2,390.80

The landlord testified that the rental unit had heavy nicotine stains which required two coats of paint to rectify. The landlord is requesting the tenants pay for the cost of the additional coat of paint required.

The landlord provided copies of: the tenancy agreement, condition inspection reports, photographs, invoices, correspondence to the tenants, and other supporting documentation as evidence for this proceeding.

Analysis

That Act requires that tenants remove all of their possessions from the property and leave the rental unit undamaged and reasonably clean at the end of the tenancy. Based upon the evidence presented to me, I am satisfied the tenants failed to satisfy these requirements and that this caused the landlord to incur the losses as claimed. Therefore, I grant the landlord's request for a Monetary Order in the amount of \$2,290.00 plus \$50.00 for the filing fee.

Provided to the landlord with this decision is a Monetary Order in the total amount of \$2,340.00 to serve upon the tenants and enforce as necessary.

Conclusion

The landlord's application has been granted. The landlord has been provided a Monetary Order in the amount of \$2,340.00 to serve upon the tenants and enforce as necessary.

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: October 02, 2012.

Residential Tenancy Branch