



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MRN MNSD MNDC FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed on December 18, 2012, by the Landlords to obtain a Monetary Order for: damage to the unit, site or property; for unpaid rent or utilities; to keep all or part of the security deposit; for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement; and to recover the cost of the filing fee for this application.

The Landlord affirmed that each Tenant was served copies of the application for dispute resolution, notice of hearing documents, and the evidence by registered mail on December 21, 2012. Canada Post tracking receipts were provided in the Landlords' evidence. Based on the submissions of Landlords I find that each Tenant was sufficiently served notice of this proceeding and I continued in the Tenants absence.

Issue(s) to be Decided

Should the Landlords be issued a Monetary Order?

Background and Evidence

The Landlord submitted documentary evidence which included, among other things, copies of: 48 photographs; a witness statement; an itemized list of items being claimed; Canada Post receipts; utility bills, and a proof of service document.

The Landlord testified that the Tenants entered into a written fixed term tenancy agreement that began on June 1, 2012 and was set for one year. Rent was payable on the first of each month in the amount of \$1,200.00 and included the use of some of the Landlords' furniture and air conditioning units. On or before the start of the tenancy the Tenants paid \$600.00 as the security deposit. The Landlord had been granted an Order of Possession on November 6, 2012 and after serving the Order the Tenants they applied for a review consideration of the Order.

On November 11, 2012, after the review was dismissed, the Landlords went to the rental unit and found that the Tenants had vacated the property after stealing the Landlords' possessions and the Tenants had left the property damaged, dirty, and littered with debris.

The Landlord has claimed **\$9,319.21** for damage and loss as follows:

- \$348.21 for unpaid utilities as supported by the bills;
- \$71.00 for various fees incurred throughout this process
- \$50.00 for the garage door remote that was taken by the Tenants
- \$200.00 for the lawnmower that was taken by the Tenants
- \$1,000.00 for all of the curtains and curtain rods taken by the Tenants
- \$2,500.00 for the dinette set (table and china cabinet/hutch) and six chairs
- \$3,000.00 for the wood stove and piping that was being stored in the garage and taken by the Tenants
- \$600.00 for the cost of two portable window air conditioning units taken by the Tenants
- \$1,500.00 for the cost to replace the solid wood, butcher block top, kitchen island which the Tenants took all of the drawers out of
- \$50.00 for the patio lights which the Tenants took.

Analysis

In the absence of any evidence from the Tenants who did not appear despite being properly served with notice of this proceeding, I accept the undisputed version of events as discussed by the Landlord and corroborated by their evidence and witness statement.

Section 32 (3) of the Act provides that a tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

Section 37(2) of the Act provides that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

Based on the aforementioned I find the Tenants have breached sections 32(3) and 37(2) of the Act, leaving the rental unit unclean, taking the Landlords' possessions, and with some damage at the end of the tenancy.

As per the foregoing I find the Landlords have met the burden of proof and I award them damage and loss in the amount of **\$9,319.21** as claimed.

The Landlords have been successful with their application; therefore I award recovery of the **\$100.00** filing fee.

Monetary Order – I find that the Landlords are entitled to a monetary claim and that this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the Tenants' security deposit plus interest as follows:

Damage and Loss	\$9,319.21
Filing Fee	<u>100.00</u>
SUBTOTAL	\$9,419.21
LESS: Security Deposit \$600.00 + Interest 0.00	<u>-600.00</u>
Offset amount due to the Landlord	<u>\$8,819.21</u>

Conclusion

The Landlord has been awarded a Monetary Order in the amount of **\$8,819.21**. This Order is legally binding and must be served upon the Tenants.

This decision is legally binding 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: March 20, 2013

Residential Tenancy Branch

