



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPB, MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for damage to the rental unit, unpaid rent, to retain the security deposit, compensation for damage or loss under the Act and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord said that the tenant ceased paying rent in October 2016. The landlord lives in another province and attended at the unit in March 2017. They found another person residing in the rental unit. That person, T., told the landlord that the tenant had recently vacated.

The landlord hired a “skip trace” company to locate the tenant. A copy of the cheque for payment was provided as proof that this service was obtained. The trace company personnel contacted the landlord with an address. They had called the tenant at the phone number provided by the landlord. The tenant was told that a package was being sent from “back east” where his mother resides. The tenant then provided a forwarding address, which was passed on to the landlord.

The landlord also contacted the White Rock RCMP detachment and spoke to a constable who provided the same address for the tenant, as that provided by the trace company.

On July 19, 2017 the landlord sent the tenant the hearing documents and evidence via registered mail, to the address provided by the skip trace company and RCMP. That mail was accepted. A check of the Canada Post web site showed that a C.W. signed accepting the mail on July 20, 2017.

On August 24, 2017 the landlord mailed an amended application and monetary worksheet to the tenant, via registered mail to the same address used in July. That mail was accepted by R.T. on August 28, 2017.

Section 71(2)(b) of the Act provides an arbitrator with the authority to order that a document has been sufficiently served for the purposes of the Act. I find that the landlord has brought forward credible evidence that the tenant has been sufficiently served to the address the tenant provided to the skip trace personnel; further established by the provision of the same address by the RCMP. Therefore, I find that the tenant was sufficiently served with the original application and amended application effective July 20, 2017 and August 28, 2017; respectively.

Preliminary Matters

It was noted that the landlord has claimed the loss of rent revenue based on income the tenant derived from a roommate. The tenancy agreement does not require the tenant to pay any sum for additional occupants. It was explained that the claim to obtain the income the tenant received was outside the jurisdiction of the Act.

The landlord does not require an order of possession.

Issue(s) to be Decided

Is the landlord entitled to compensation for unpaid rent?

Is the landlord entitled to compensation for damage to the rental unit?

Is the landlord entitled to compensation for damage or loss under the Act?

May the landlord retain the security deposit?

Background and Evidence

The tenancy commenced on June 1, 2015. Rent was \$700.00 due on the first day of each month. The landlord is holding a security deposit in the sum of \$350.00. A copy of the tenancy agreement and one page addendum was supplied as evidence. The addendum limited the number of occupants to one person. The tenant signed agreeing to pay 1/3 of the utilities.

The landlord obtained possession of the rental unit on March 24, 2017. The tenant had not paid rent since October 2016. .

The landlord has made the following claim:

Rent November 2017 to March 2017 (adjusted due to \$500.00 payment made)	3,000.00
Utilities from July 2016 onward	892.88
Crown moldings and baseboards	164.84
Truck rental to remove garbage (75.12), dump fee 13.00), labour (250.00)	338.12
Jerry can, fuel, face plate	16.52
Linen/towel tower	271.95
Vacumn cleaner	230.00
Shower head	30.00
Living room hanging lamp	80.00
Outdoor solar lights front and back yard	150.00
Remove old door tenant installed	150.00
Rebuild door frame	150.00
Remove boards tenant installed on walls	150.00
Repair holes in walls and repaint	700.00
Carpet cleaning	173.88
Remove graffiti from window	200.00
Haul additional garbage, rental , labour, dumping fees	338.12
Skip Tracing fee	309.75
TOTAL	7,346.06

The landlord claimed \$3,500.00 in unpaid rent. Since that time the landlord received \$500.00 which has been applied to the claim for unpaid rent.

When the landlord went to the unit on March 24, 2017 they encountered an unknown person who said he had been living in the unit for months and paying the tenant rent. This person provided the landlord with some information on items that were removed by the tenant. The tenant had vacated without any notice to the landlord.

The tenant was to pay one-third of the gas, hydro and water bills. After a June 2016 payment of \$211.18 the tenant did not pay any utilities. In June 2016 the tenant had agreed to increase his share of utilities to one-half. The landlord supplied a calculation sheet that has notations made by the tenant next to sums that the tenant owed

The landlord left crown moldings and baseboards in the rental unit for installation. The tenant cut the baseboards into pieces and the crown moldings were removed from the unit.

The tenant left a large amount of refuse in the rental unit, including eight sets of 16 foot metal doors, patio chairs, tables, junk and wood. This filled a van and several weeks ago another van was rented to remove the balance of items left by the tenant.

Items left in the unit for the tenants use or as fixtures were taken by the tenant: a jerry can of fuel, a face plate, a newly purchased linen tower in the bathroom, a fairly new vacumn cleaner, the bathroom shower head, a hanging lamp from the living room and

the solar lights in the front and back yard. The cost of these items has been claimed based on the purchase price or estimates obtained. The landlord said the tenant even took the large landscaping boulders from the yard.

The landlord paid \$150.00 to have the door removed that the tenant had installed.

The landlord has yet to hire someone to rebuild the door opening, remove the boards installed on the walls and repair and repaint the walls. The claim made for these items has been estimated.

The landlord hired a company to steam clean the carpets.

The tenant has either etched or placed graffiti on a new window. The landlord obtained an estimate for removal but this work has yet to be completed. The landlord is concerned the window is ruined.

The landlord submitted a significant amount of evidence that included estimates, copies of utility bills, and receipts for work completed and materials and costs.

The landlord provided some photographs showing the boards the tenant installed on the walls, the solar lights and damage to the window.

Analysis

Pursuant to section 44(f) of the Act I find that the tenancy ended effective March 31, 2016.

I find pursuant to section 67 of the Act that the landlord is entitled to compensation for unpaid rent from November 2017 to March 2017 inclusive, less \$500.00 received from the tenant.

Section 37(2) of the Act provides:

2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and

(b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

The landlord supplied what I find was consistent, reliable testimony combined with copies of bills, receipts and estimates for the costs claimed. From the evidence before me I find that the tenant failed to leave the rental unit in a state that was free of damage

beyond wear and tear. I have accepted the claim as set out by the landlord as valid and the result of a breach of the Act by the tenant. The tenant was served with notice of this hearing but did not attend to oppose the claim.

Therefore, pursuant to section 67 of the Act I find that the landlord is entitled to compensation in the sum claimed for damage to the rental unit and damage or loss under the Act. This includes the fee the landlord paid in their attempt to locate a service address for the tenant.

As the landlord's application has merit I find, pursuant to section 72 of the Act that the landlord is entitled to recover the \$100.00 filing fee from the tenant for the cost of this Application for Dispute Resolution.

I find that the landlord is entitled to retain the tenant's security deposit in the amount of \$350.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order for the balance of **\$7,096.06**. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

The landlord is entitled to compensation in the sum of \$7,346.06.

The landlord is entitled to retain the tenant's security deposit in the amount of \$350.00, in partial satisfaction of the monetary claim.

The landlord is entitled to filing fee costs.

This decision is final and 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: October 25, 2017

Residential Tenancy Branch