

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes: MND MNDC MNR MNSD O OPR FF

Introduction

This hearing dealt with an application by the landlord for :

- 1). an order of possession for unpaid rent
- 2). a monetary order for recovery of rent arrears
- 3). a monetary order for alleged damage to the unit,
- 4). a monetary order for compensation of rental loss,
- 5). for recovery of the filing fee for recovery of the filing fee, and,
- 6). an order to retain the security deposit in partial satisfaction of the monetary claims.
- 7). an unspecified claim filed under 'Other'.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an order of possession?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The landlord and tenant each gave testimony to concur the following facts, and the evidence submitted prior to the hearing as follows:

The tenancy began on August 2, 2007. Rent in the amount of \$955 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$477.50. The tenant has failed to pay all rent due in its entirety for the majority of the months within the tenancy and thus accumulating, to date, a total of \$3400 in rental arrears. The landlord served the tenant with a notice to end tenancy for non-payment of rent on October 29th, 2008. The tenant further failed to pay the total rent in the month of November, paying only \$100 on November 10, 2008.

The tenant remains in the rental unit and has intentions of vacating the rental unit as soon as possible. He is looking to vacate by December 1st, 2008 but stated he has no firm plans in this regard. The landlord requested possession as soon as possible and stated that under the circumstances the unit cannot be rented again for December 1, 2008. In respect to the alleged damages, the landlord and tenant both agree that there is a hole in one of the doors of the rental unit which will require repairs. The landlord stated the bathroom requires repairs, but could not confirm the repairs were extraordinary to wear and tear as an end of tenancy inspection has not been done. The landlord testified the unit will require cleaning of the carpets and general cleaning before it can be rented again.

Analysis

Based on the testimony of the landlord and of the tenant I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and arrears of rent. Based on the above facts I find that the landlord is entitled to an order of possession.

The landlord could not place any information in respect to the application under "Other", so I dismiss this portion of the application.

As for the monetary order, I find that the landlord has established a claim to date for \$3400 in unpaid rent. The landlord's claim for rental loss for December 2008 is based on the current conditions extending into the month of December but is none the less

speculation that the landlord will not receive any or all compensation for December 2008. I find this claim for losses likely, but not conclusive, therefore I find the landlord is entitled to a claim of one-half (1/2) month's rental loss for December 2008 in the amount of \$477.50 with leave to re-apply should additional losses be incurred for December 2008. I do not find the landlord has established a claim for damages beyond repairs to or replacement of a door for which I find the landlord is entitled to \$75. I find the landlord is entitled to recovery of the \$50 filing fee. In finality I find the landlord is entitled to a monetary claim total of \$4002.50

Conclusion

I grant an order of possession to the landlord. The tenant must be served with this order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I order that the landlord retain the security deposit and interest of \$487.03 in partial satisfaction of the monetary claim and I grant the landlord an order under section 67 for the balance due of \$3515.47. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: November 28, 2008

Dispute Resolution Officer