



Dispute Resolution Services

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

Decision

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession for Unpaid Rent, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution. It is obvious from the Application that the Landlord is also seeking a monetary Order for unpaid rent and a monetary Order for damage to the rental unit, and the Application was amended accordingly. The Landlord withdrew his application for an Order of Possession, as the Tenant vacated the rental unit on January 12, 2009.

The Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant via registered mail at the address noted on the Application, on January 05, 2009. A copy of the Canada Post receipt was submitted in evidence. The Canada Post website shows the Tenant signed for the mail on January 22, 2008. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary Order for unpaid rent; to a monetary Order for damage to the rental unit; to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Act*.

Background and Evidence

The Landlord stated that this tenancy began on April 01, 2008; that the Tenant was required to pay monthly rent of \$750.00; and that the Tenant paid a security deposit of \$375.00 on April 01, 2008.

The Landlord stated that a ten (10) day Notice to End Tenancy for non-payment of rent, which had an effective date of December 12, 2008, was personally served on the Tenant on December 02, 2008. The Notice indicated that the Tenant is presumed to have accepted that the tenancy is ending and that the Tenant must move out of the rental by the date set out in the Notice unless the Tenant pays the outstanding rent or files an Application for Dispute Resolution within five days of the date they are deemed to have received the Notice. The Landlord stated that the Tenant did vacate the rental unit on January 12, 2009.

The Landlord stated that the Tenant still owes \$750.00 in rent from December of 2008 and \$750.00 in rent from January of 2009.

The Landlord is claiming compensation, in the amount of \$210.00, for the cost of spraying the rental unit for fleas. He stated that he entered the rental unit in August of 2008 and noticed fleas in the unit. He submitted a receipt to show that the rental unit was treated for fleas on August 01, 2008.

Analysis

In the absence of evidence to the contrary, I find that the Tenant was served with a Notice to End Tenancy that required the Tenant to vacate the rental unit on December 12, 2008, pursuant to section 46 of the *Act*. The evidence shows that the Tenant did vacate the rental unit, but not until January 12, 2009.

In the absence of evidence to the contrary, I find that the Tenant has not paid rent in the amount of \$750.00 for December of 2008 and \$750.00 for January of 2009, and that the Landlord is entitled to compensation in these amounts.

In the absence of evidence to the contrary I find that the Tenant's rental unit had fleas and I find that the Tenant must compensation the Landlord for the cost of treating the rental unit, which in these circumstances was \$210.00.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the 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 plus interest, in the amount of \$379.23, in partial satisfaction of the monetary claim.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,760.00, which is comprised on \$1,500.00 in unpaid rent, \$210.00 in damages, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. The Landlord will be retaining the Tenant's security deposit plus interest, in the amount of \$379.23, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$1,380.77. 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.

Date of Decision: January 27, 2009