

Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes: OPR, OPC, MND, MNDC, MNR

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession, pursuant to section 55 and a monetary order to recover unpaid rent and cost of repairs, pursuant to section 67.

The notice of hearing dated April 20, 2009 was served on the tenant on April 21, 2009, by registered mail. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

At the start of the hearing, the landlord stated that the tenant had moved out on or about May 15, 2009 and therefore the landlord withdrew her application for an order of possession. The tenant did not leave a forwarding address. The landlord also requested that her application be amended to include the recovery of the filing fee.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, cost of repairs and the filing fee?

Background and Evidence

The landlord testified that the tenancy started on June 01, 2008. The monthly rent was \$550.00 due in advance on the first day of the month. The tenant failed to pay rent for April 2009 and on April 01, 2009; the landlord served the tenant with a ten day notice to end tenancy for unpaid rent and a one month notice to end tenancy for extraordinary damage to the rental property. On or about May 15, 2009 the tenant moved out. The landlord found extensive damage inside the suite and has filed photographs depicting the condition of the suite after the tenants moved out.

The suite is vacant as of this date and the landlord stated that she has not attempted to carry out repairs or find a new tenant as she was waiting for the outcome of this hearing. The landlord is claiming rent for April and May and the costs to repair the rental unit. The landlord is also applying to recover the filing fee.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. Section 26 of the *Residential Tenancy Act*, states that a tenant must pay rent when it is due under the tenancy agreement. In the absence of evidence to the contrary, I find that the tenant did not pay rent for April or May 2009. Therefore, I find that the landlord is entitled to rent for both months in the amount of **\$1,100.00**.

Regarding the landlord's claim for repairs, she has not yet carried out the repairs and accordingly, has not filed any receipts to verify the costs that she will be incurring. Therefore, the landlord's claim for damages is dismissed with leave to reapply.

I find that the landlord has established a monetary claim in the amount of \$1,100 for rent and therefore she is also entitled to recover the cost of filing this application (\$50.00). I grant the landlord an order under section 67 of the *Residential Tenancy Act* for **\$1,150.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order in the amount of **\$1,150.00**. The landlord's application for a monetary order to recover the cost of repairs is dismissed with leave to reapply.

Dated May 27, 2009.

Dispute Resolution Officer