



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: *MNR, OPR, MNSD, MND, MNDC, OPT, AAT, FF*

Introduction

This hearing dealt with applications by both the Landlord and the tenant pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and a monetary order for unpaid rent, utilities, cost of repairs and the filing fee. The tenant applied for a monetary order for compensation for loss under the *Act* and the return of his security deposit. The tenant also applied for an order of possession and to allow the tenant access to the rental unit.

Despite having applied for dispute resolution, the tenant did not attend the hearing. Therefore the tenant's application is dismissed without leave to reapply. This hearing only dealt with the landlord's application. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Since the tenancy has ended, the landlord's application for an order of possession is no longer necessary. Therefore, this hearing only dealt with the landlord's application for a monetary order.

Issues to be decided

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

Background and Evidence

The landlord testified that the tenancy started on April 15, 2009. The rent was \$400.00 payable on the first of each month. The tenant was required to pay an additional \$50.00

for utilities. The rental unit is located in the basement of the home. The landlord lives upstairs.

Two weeks into the tenancy, in the last week of April, the tenant paid the landlord \$600.00 and told him that this amount was rent for half of April and the full month of May. The tenant did not pay a security deposit and did not pay any rent after the initial payment of \$600.00.

The landlord stated that he reminded the tenant several times to pay his rent and even served the tenant with three notices to end tenancy for non payment of rent in the months of June, October and November 2009. The landlord stated that the tenant would always promise to pay, but never did.

The landlord testified that sometime in the middle of November, he did not see the tenant coming or going to the rental unit. On December 03, 2009, the landlord entered the suite and found that the tenant had moved out leaving behind some of his belongings. The landlord stated that he did not throw the tenant's belongings out or change the locks as alleged by the tenant in his application for dispute resolution. The landlord stated that the suite was left in a damaged condition and has filed photographs of the damage to the appliances, ceilings, carpet and windows

The landlord is claiming the following:

1.	Loss of rent for June to December 2009	\$2800.00
2.	Utilities for June to December 2009	\$400.00
3.	Carpet Cleaning	\$100.00
4.	Fixe bedroom and living room ceilings and lights	\$180.00
5.	Fix broken blinds	\$40.00
6.	Replace stove	\$300.00
7.	Fix Freezer	\$50
8.	Fix window	\$600.00
	Total	\$4,470.00

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. I find that the tenant owes for rent and utilities and has caused damage to the ceilings, light fixtures, carpets, blinds, window and appliances. Since the landlord did not provide a receipt for the replacement of the stove, I find that he has not established a claim for \$300.00 to replace the stove. The landlord stated that the window was fixed by the insurance company and therefore the landlord is only entitled to the deductible of \$50.00 against this claim of \$600.00.

Overall the landlord has established a claim of **\$3,620.00**. Since the landlord has proven his case, I find that he is also entitled to the recovery of his filing fee, in the amount of **\$50.00**.

Conclusion

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of **\$3,670.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court. The tenant's application is dismissed in its entirety.

This decision 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: January 18, 2010.

Dispute Resolution Officer