

## **Decision**

**Dispute Codes:** OPR / OPC, MNR, MND

### **Introduction**

This hearing dealt with an application by the landlord for an order of possession, a monetary order as compensation for unpaid rent, and compensation for damage to the unit, site or property. The landlord participated in the hearing and gave affirmed testimony.

Despite being served in person on May 31, 2010 with the application for dispute resolution and notice of hearing, the tenant did not appear.

### **Issues to be decided**

- Whether the landlord is entitled to any or all of the above under the Act

### **Background and Evidence**

Pursuant to a written tenancy agreement, the original fixed term of tenancy was from July 1, 2008 to June 30, 2009. Thereafter, tenancy continued on a month-to-month basis. Rent in the amount of \$880.00 was payable in advance on the first day of each month. A security deposit of \$440.00 was collected on June 28, 2008. A move-in condition inspection and report were completed on July 12, 2008.

The tenant was in arrears with rent over a period of several months, and the landlord issued a 10 day notice to end tenancy for unpaid rent and utilities dated May 23, 2010. The notice was served in person on the tenant on that same date. A copy of the notice was submitted into evidence. Subsequently, the tenant made one payment toward rent and utilities in the limited amount of \$500.00 on June 2, 2010. Thereafter, the tenant vacated the unit on or about June 20, 2010 without providing the landlord with a forwarding address. A move-out condition inspection and report were not completed and the landlord withdrew her application for an order of possession.

Following the departure of the tenant, the landlord found there was a need for extensive cleaning and repairs in the unit. As the landlord has not presently calculated the full cost of cleaning and repairs, for the meantime she withdrew her application for compensation for damage to the unit, site or property.

### **Analysis**

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca/](http://www.rto.gov.bc.ca/)

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent and utilities dated May 23, 2010. The tenant did not pay all of the outstanding rent and utilities within 5 days of receiving the notice and did not apply to dispute the notice. Subsequently, the tenant vacated the unit on or around June 20, 2010.

As for the monetary order, based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the landlord has established a claim of \$1,675.92, which is comprised of unpaid rent and utilities combined. I order that the landlord retain the security deposit of \$440.00 plus interest of \$3.37 (total: \$443.37), and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$1,232.55 (\$1,675.92 - \$443.37).

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$1,232.55**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: July 15, 2010

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Dispute Resolution Officer