



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      OPR, MNR, MND, MNDC, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession, monetary orders for unpaid rent and utilities, for damage to the rental unit, to keep the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on June 30, 2010, and deemed served five days later under the Act, the Tenant did not appear. I find the Tenant has been duly served in accordance with the Act.

The Landlord appeared, gave affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

### Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession and the requested monetary relief?

### Background and Evidence

Based on the affirmed testimony of the Landlord, I find that the Tenant was personally served with a 10 day Notice to End Tenancy for non-payment of rent on May 5, 2010.

The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

The Landlord testified the Tenant had not paid rent for April, May, June or July of 2010. The monthly rent is \$550.00.

The Landlord testified that the Tenant had not paid the hydro bills from September of 2009.

The Landlord also testified about an incident at the rental unit where he witnessed the Tenant throwing a rock through a window of the rental unit. The window had to be replaced.

Lastly, the Landlord testified that the Tenant abandoned the rental unit sometime in early July of 2010.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant has not paid the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. However, the Tenant has vacated the rental unit and therefore, an order of possession is no longer required.

I accept the undisputed evidence of the Landlord that the Tenant also failed to pay utilities and broke a window at the rental unit. I find the Tenant has breached the Act and Tenancy Agreement and the Landlord has suffered a loss due to the Tenant's breaches. The Landlord has supplied invoices for the hydro and window to substantiate the claims.

Under section 67 of the Act, I find that the Landlord has established a total monetary claim of **\$3,212.76**, comprised of four months of rent at \$550.00 each, \$289.08 for utilities from September 2009 to May 2010, \$673.68 for the replacement of the window, and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlord retain the security deposit of **\$275.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$2,937.76**

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: August 20, 2010.

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Dispute Resolution Officer