



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: *OPR, MNR, MND, FF*

Introduction

This hearing dealt with an application by the Landlord for an order of possession and for a monetary order for unpaid rent and the filing fee. The landlord also applied for costs to repair damage to the windows and to clean the rental unit. The notice of hearing was served on the tenant on July 19, 2010, in person. 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 beginning of the hearing, the landlord informed me that the tenant had moved out sometime in the middle of August. She stated that she found out when she visited the rental unit. Since the tenant has moved out, the landlord's application for an order of possession is moot and accordingly dismissed. 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 to recover unpaid rent, the filing fee and repair costs?

Background and Evidence

The tenancy started on September 01, 2009. The rent is \$1,050.00 due on the 1st of the month. The tenant did not pay a security deposit. The tenant failed to pay rent for July. On July 06 the landlord served the tenant in person with a ten day notice to end tenancy. The tenant moved out sometime in August without paying rent for August. The landlord stated that the windows of the house were all broken and that garbage was left inside the home. In addition, the appliances were damaged and dirty and need to be replaced. The landlord applied for a monetary order to repair the windows and other damage, but did not file any evidence to support her claim.

The landlord is also applying for a monetary order for \$2,100.00 which consists of rent for July and August 2010.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. The tenant received the notice to end tenancy for unpaid rent, on July 06, 2010, did not pay rent for July and continued to occupy the unit until he moved out mid August. The tenant also did not pay rent for August.

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 landlord is entitled to rent for July and August in the amount of \$2,100.00.

The tenant moved out after the landlord had filed this application. Therefore the landlord did not file evidence of her monetary claim to repair the unit. Accordingly, I dismiss the landlord's claim for damages with leave to reapply.

Since the landlord has proven her case, she is also entitled to the recovery of the filing fee of \$50.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$2,150.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$2,150.00**

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: September 09, 2010.

Dispute Resolution Officer