



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: *MND, MNR, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, the costs of repair and for the recovery of the filing fee.

The landlord testified that he served the tenant with the notice of hearing by registered mail, to the address provided by the tenant. The landlord filed a tracking number. 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.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent and costs of repair ?

Background and Evidence

The landlord testified that the tenancy started on May 01, 2009 for a fixed term of one year ending April 30, 2010. The monthly rent was \$2,600.00.

The landlord stated that the tenant's rent cheques were returned for insufficient funds starting November 2009. The tenant had financial difficulties and the landlord allowed her time to catch up. On March 26, 2010, the landlord served the tenant with a ten day notice to end tenancy for unpaid rent. The tenant did not dispute the notice nor did she pay rent within five days of receiving the notice. The tenant moved out on April 11, 2010, leaving behind serious damage to the rental unit.

The landlord is in the process of fixing the damage and estimated the cost to be approximately \$12,000.00. The landlord filed photographs of the damage to the unit. Since the repair work is in progress and the landlord does not have sufficient evidence to support his claim for damages, I will dismiss this portion of his application with leave to reapply.

The landlord has also applied for a monetary order for unpaid rent for the period of November 2009 to April 2010 and for the filing fee.

Analysis

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 the period of November 2009 to April 2010. Therefore, I find that the landlord is entitled to rent for these months in the total amount of \$15,600.00.

Since the landlord has proven his case, he is entitled to the recovery of the filing fee of \$100.00.

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$15,700.00. 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 of **\$15,700.00**. The landlord's claim for the cost of repairs is dismissed with leave to reapply.

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 15, 2010.

Dispute Resolution Officer