



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent, monetary order for unpaid rent, money owed or compensation for damage or loss, keep all or part of the security deposit and recovery of the filing fee. Both parties participated in the conference call hearing. The landlord participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issue(s) to be Decided

Are the landlords entitled to any of the above under the Act.

Background and Evidence

This fixed term tenancy started June 1, 2009 with monthly rent of \$1600.00 and the tenant paid a security deposit of \$800.00. On February 4, 2011 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord's agent testified that the tenant abandoned the rental unit in early February 2011 however a person unknown to the landlord remains living in the basement. The landlord's agent stated that she attempted to arrange a move-out inspection with the tenant on four separate occasions and the tenant refused each time. The landlord's agent stated that the tenant owes unpaid rent for February and March 2011 in the amount of \$3200.00 and unpaid utilities in the amount of \$352.72 for a total of \$3552.72 owing the landlord.

The landlord's agent testified that the tenant had left the property in a state of extreme disrepair. The tenant left large amounts of trash behind in the yard and inside the house, damaged the walls, broke cabinet doors and electrical outlets, damaged the kitchen and bathroom plumbing, damaged the bathroom mirrors, randomly painted all of the walls and destroyed the carpet and linoleum. The landlord's agent has submitted a

receipt for all work done and is seeking a monetary award in the amount of \$3290.56 for damages.

As the rental unit remains occupied the landlord's agent is requesting an order of possession enforceable two days after service on the tenant and all occupants.

Analysis

Based on the documentary evidence and testimony I find that the tenant was properly served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to an order of possession.

I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for unpaid rent, damages and cleaning costs and that the landlord has established a claim for \$6843.28 in unpaid rent, damages and cleaning costs.

The landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I hereby grant the Landlord an **Order of Possession**, effective **2 days** after service of the Order upon the Tenants. This Order must be served on the Tenants and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I find that the landlord has established a monetary claim for \$6843.28 in unpaid rent, damages and cleaning costs. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$800.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$6093.28**. (\$6843.28+\$50.00=\$6893.28-\$800.00=\$6093.28)

A monetary order in the amount of **\$6093.28** has been issued to the landlord and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: March 7, 2011

Residential Tenancy Branch