



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPB, MNR, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent and breach of the tenancy agreement, a monetary order for unpaid rent and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

At the start of the hearing the landlord per section 68 (1) (a) (b), (2) (b) of the Act amended the notice to end tenancy and application for dispute resolution. The landlord also stated that an order of possession was no longer required as the tenants had vacated the rental unit therefore that portion of the landlord's application is dismissed.

This tenancy began September 1, 2010 with monthly rent of \$1350.00 and the tenants paid a security deposit of \$675.00. On June 8, 2011 the landlord served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord testified that the tenants vacated the rental unit sometime around July 4, 2011 and that on July 9, 2011 the landlord determined that the tenant had abandoned the rental unit and changed the locks. At the time the tenant abandoned the rental unit the tenant owed the landlord a total of \$3325.00 in unpaid rent and late fees: May rent \$575.00, \$25.00 late fee, June rent \$1350.00, \$25.00 late fee, July rent \$1350.00.

The landlord also stated that the tenant did not clean the rental unit prior to abandoning the unit however the tenant stated that they could not clean because when they went back the locks had been changed.

The tenant testified that he had vacated the rental unit July 7, 2011 and did not feel he should have to pay the July 2011 rent as in May 2011 he had given the landlord notice to vacate at the end of June 2011. The tenant stated that the May 2011 rent owed was

\$425.00 and not \$575.00 but eventually acknowledged that the \$150.00 difference was for late fees.

Analysis

Based on the documentary evidence and testimony of the parties, 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 and late fees.

I find that the landlord has established a claim for \$3325.00 in unpaid rent and late fees.

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

Conclusion

I find that the landlord has established a monetary claim for \$3325.00 in unpaid rent and late fees. The landlord is also entitled to recovery of the \$50.00 filing fee. I grant the landlord a monetary order under section 67 for the amount of **\$3375.00**.

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: July 15, 2011.

Residential Tenancy Branch