



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with an application by the landlord for an order of possession for cause, a monetary order for damage to the unit, a monetary order for unpaid rent, to keep all or part of the security deposit, money owed or compensation for damage or loss and recovery of the filing fee.

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

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

Background and Evidence

This tenancy began February 1, 2010 with monthly rent of \$830.00 and the tenant paid a security deposit of \$415.00 and a pet damage deposit of \$415.00.

The landlord testified that the tenant vacated the rental unit sometime around October 10, 2011 without any notice to the landlord and without paying the October rent of \$865.00. The landlord stated that a move in inspection had been completed with the tenant but that the tenant did not provide a forwarding address when they vacated and the landlord could not contact them to complete a move out inspection.

The landlord stated that the 2 year old carpet in the rental unit was completely destroyed by the tenant's dog that was allowed to relieve its self in the rental unit. The landlord stated that because of the damage to the carpet she has had to have the floors completely replaced at an expense of \$2882.88.

The landlord in this application is seeking compensation for the unpaid rent and damaged floors. As the tenant has vacated the rental unit the landlord no longer requires and order of possession for the rental unit and this portion of their application is hereby dismissed.

Analysis

Based on the documentary evidence and undisputed testimony of the landlord, 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 a monetary order for unpaid rent.

The landlord has provided testimony and photographic evidence regarding the damage to the carpet in the rental unit and I therefore find that the landlord has established a claim of \$2882.88 for damages.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$3747.88 in unpaid rent and damages. 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 \$415.00 security deposit and \$415.00 pet damage deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$2967.88**.

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: October 25, 2011.

Residential Tenancy Branch