



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent; a Monetary Order for unpaid rent and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the tenant by way of registered mail sent on December 23rd, 2011, and provided a Canada Post tracking number. The tenant did not participate and the hearing proceeded in the tenant's absence.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

Pursuant to a written agreement, the fixed term tenancy started on November 1st, 2010 and was to end on October 31st, 2012. The rent is \$1600.00 per month.

This matter was previously heard on November 8th, 2011 during which the landlord was granted an Order of Possession and a Monetary Order for unpaid rent and loss of rental income until November 2011. The landlord testified that a typographical error was made concerning the dispute address on the order of possession and as a result the landlord was unable to enforce that order. The landlord stated that the tenant has left as of December 31st, 2011; nevertheless she requested that an amended Order of Possession be granted.

The landlord stated that the tenant did not pay rent for December 2011, and that the unit requires significant amount of cleaning before it can be showed and re-rented. The landlord is claiming \$1600.00 for unpaid rent in December 2011, and \$1600.00 for the loss of rental income for January 2012 due to the condition of the rental unit. The landlord stated that carpets need to be shampooed as well as cleaning the whole unit, including a number of minor repairs.

Analysis

I accept the landlord's undisputed testimony that she served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

I accept the landlord's testimony that the tenant did not pay rent for December 2011 and that the landlord is entitled to recover the loss of rental income for that month's rent. Concerning the cleaning and repairs, the landlord provided no documentary evidence to support her claim; while I accept the landlord's testimony that some cleaning and minor repairs are required, in the absence of more substantive evidence I award the landlord a nominal award of \$800.00.

The landlord's order dated November 8, 2011 is of no force and effect.

Conclusion

I grant the landlord an Order of Possession effective two days from the date the order is served upon the tenant.

This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The landlord established a claim of \$4450.00. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$4500.00.

This Order may be registered in the Small Claims Court 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: January 09, 2012.

Residential Tenancy Branch