



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent, a monetary order for unpaid rent, a monetary order for damages, to keep all or part of the security deposit, money owed or compensation due to 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 August 1, 2011 with monthly rent of \$920.00 and the tenant paid a security deposit of \$460.00.

On January 12, 2012 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord testified that the tenant has not paid the September 2011 or January 2012 rent and owes the landlord \$1890.00 in unpaid rent and late fees. The landlord in this application is also seeking \$920.00 rent compensation for February 2012 as when the tenant's rental unit was inspected the landlord discovered an extensive amount of damage all throughout the rental unit and the rental unit will require repairs.

The landlord stated that the bedroom bifold doors will have to be replaced as they are smashed and broken, the bathroom and bedroom doors will have to be replaced as they

are smashed and broken, the door frame to the suite requires repair, the bathroom mirror will have to be replaced as it is smashed and broken, there are large holes punched and kicked into the walls that will require repair, the carpet will have to be replaced as it is covered with burn marks and the suite will need to be cleaned.

The landlord stated that as their maintenance staff will complete all the repairs to the rental unit that they have been able to keep the costs to a minimum when considering how extensive the damage is.

The landlord is requesting \$4655.00 for damage to the rental unit for the following:

Bedroom Bifold Doors	\$250.00
Repair Suite Door Frame	\$250.00
Replace Bathroom Mirror	\$400.00
Repair Drywall	\$1000.00
Suite Cleaning	\$300.00
Carpet Replacement	\$1955.00
Total Claim for Damages	\$4655.00

The landlord stated that she is not sure if the tenant had abandoned the rental unit as the tenant's personal items remain in the unit. The landlord did state that everything in the unit appeared to be undisturbed since the last inspection a few weeks ago. The landlord stated that as the tenant continues to have possession of the rental unit that they are requesting an order of possession effective 2 days after service upon the tenant.

Analysis

Based on the documentary evidence and testimony of the parties 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 and a monetary order for unpaid rent, loss and damages.

Accordingly I find that the landlord is entitled to a monetary order for \$7465.00.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$100.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$7465.00 in unpaid rent, loss and damages. The landlord is also entitled to recovery of the \$100.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$460.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$7105.00**.

If the amount is not paid by the tenant(s), 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: February 16, 2012

Residential Tenancy Branch