



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

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

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The applicant(s) testified that the respondent(s) were served with notice of the hearing by registered mail that was mailed on February 15, 2012, however the respondent(s) did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for an Order of Possession based on a Notice to End Tenancy for non-payment of rent, and a request for a monetary order in the amount of \$4250.00.

### Background and Evidence

The applicant testified that:

- The tenants have already vacated the rental unit and therefore they withdraw their request for an Order of Possession.
- The tenants however failed to pay any rent for the full term of their tenancy, and they left the rental unit badly damaged and in need of significant repairs.

The applicants are therefore requesting a monetary order as follows:

February 2012 rent outstanding	\$600.00
March 2012 rent outstanding	\$600.00
Damages	\$3000.00
Filing fee	\$50.00
Total	\$4250.00

### Analysis

It is my finding that the tenants have failed to pay the full February 2012 rent in the amount of \$600.00 and therefore I allow that portion of the claim.

It is also my finding that the landlords have shown that the tenants left the rental unit with extensive damages and therefore I find it unlikely that they will be able to re-rent the unit in the month of March 2012. I therefore also allow the claim for the full March 2012 rent of \$600.00.

I also order recovery of the \$50.00 filing fee.

Although it is my finding that the landlords have shown that the tenants left the rental unit extensively damaged, at this point the landlords have not provided any estimates for repairs or any invoices for the cost of any repairs and therefore this portion of the claim is premature, because we do not yet know what the actual costs of repairs will be.

### Conclusion

I have issued a monetary order in the amount of \$1250.00.

I dismissed with leave to reapply the landlords claim for costs to repair damages to the rental unit.

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 05, 2012.

---

Residential Tenancy Branch