



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MND

Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent and a monetary order for damages.

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 79 589 006 685. 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

On November 28, 2011 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause:

The tenant has:

- been repeatedly late paying rent.
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
- damaged the landlord's property.

On January 20, 2012 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord testified that the January, February and March 2012 rent remains unpaid by the tenant. The landlord stated that he is not sure but that he believes that the tenant and any occupants that were in the rental unit have vacated.

The landlord stated that the tenant had been accumulating trash in and on the rental property and when asked to remove it simply piled it up in the back by the lane. The

landlord was then sent a bill by the city in the amount of \$268.71 for removal of the tenant's trash. The landlord also had trash hauled to the dump and paid tipping fees of \$20.80.

During the tenancy the tenant broke one of the windows in the rental unit for which the landlord paid \$111.76 to have repaired.

The landlord stated that they had been in the rental unit in early January due to a flood and observed extensive damage throughout the rental unit. The landlord stated that all of the walls have been destroyed, the doors have been broken off their hinges and the bathroom is full of human waste. The landlord understands that once he has possession of the rental unit and completes repairs that he is at liberty to make an application through this office for compensation.

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 and damages.

The tenant has not paid all of the January 2012 rent or the February 2012 rent therefore the landlord is entitled to compensation in the amount of \$1000.00 for unpaid rent. As the March 2012 rent was not part of this application, the landlord is at liberty to make an application through this office for compensation.

The landlord has submitted receipts for the trash bill, tipping fee and repair of the broken window. Therefore the landlord is entitled to compensation in the amount of \$401.27.

Accordingly I find that the landlord is entitled to a monetary order for \$1401.27.

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

Conclusion

I hereby grant the landlord an **Order of Possession**, effective **2 days** after service of the Order upon the tenant(s). This Order must be served on the tenant(s) and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I find that the landlord has established a monetary claim for \$1401.27 in unpaid rent, trash fees and damages. 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 full amount of **\$1451.27**.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Act*.

Dated: March 7, 2012

Residential Tenancy Branch