

## **DECISION**

Dispute Codes      MND, MNR, MNDC, FF

### Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit/site, for unpaid rent or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and the recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Landlord states that the Tenant, D.W. was served with the notice of hearing and evidence package on April 27, 2012 in person at the rental building site when she attended to pick up her mail. The Landlord also states that the Tenants were also served on April 27, 2012 when the Landlord attended the Tenant, T.F.'s father's residence and left a copy with the father. The Landlord states that he was informed by the Tenant's brother that the Tenants were residing with the father at the time. I find that the Tenants were properly served with the notice of hearing and evidence package on April 27, 2012 as deemed under the Act.

The Landlord has clarified through his direct testimony that there is a clerical error in his monetary summary. The monthly rent is \$1,350.00 as shown in the signed tenancy agreement and not the stated \$1,250.00. The total monetary portion of the unpaid rent is \$10,800.00 and not the \$10,200.00.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

### Background and Evidence

This Tenancy began on November 1, 2010 on a fixed term tenancy until October 31, 2011 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The Landlord states that he discovered that the Tenants vacated the rental unit on April 15, 2012 without any notice. The monthly rent is \$1,350.00 payable on the 1<sup>st</sup> of each month.

The Landlord states that the Tenants failed to pay rent beginning July of 2011 until the date that they vacated the rental unit. The Landlord states that the Tenants were served 10 day notices to end tenancy for unpaid rent for each of those months. The

Landlord has submitted 1 10 day notice to end tenancy for unpaid rent dated February 7, 2012. This notice states that rent is outstanding in the amount of \$8,750.00 for July 2011 until February 2012 inclusive. The stated effective date of the notice is February 17, 2012. This notice was served in person to the Tenant, T.F. on February 7, 2012 and the Landlord has provided a proof of service document with a stated witness.

The Landlord has provided a monetary summary listing the repairs that were required to be performed along with the invoices and receipts for all of the costs for the stated recovery of \$15,814.65. The Landlord has also submitted a copy of the condition inspection report for the move-in and the move-out stating the condition of the rental unit.

### Analysis

I accept the Landlord's undisputed testimony that a 10 day notice to end tenancy for unpaid rent was served on the Tenant on February 7, 2012. The Tenant failed to pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice. The Tenant is conclusively presumed to have accepted that the Tenancy was ended on the effective date of the notice.

Based upon the undisputed evidence of the Landlord, I find that the Landlord has established a claim for \$15,814.65 for unpaid rent and repair costs to the rental unit. The monetary portion of the unpaid rent increased by \$600.00, but the Landlord is limited to the original monetary amount claimed. The Landlord is granted a monetary order for \$15,814.65. The Landlord is also entitled to recovery of the \$100.00 filing fee. I grant the Landlord a monetary order under section 67 for the balance due of \$15,914.65. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The Landlord is granted a monetary order for \$15,914.65.

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: June 20, 2012.

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Residential Tenancy Branch