



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

### **Dispute Codes:**

MND, MNR, OPR, MNSD, FF

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on a Notice to End Tenancy for Unpaid Rent, a monetary order for accrued rental arrears owed and a monetary order for cleaning and repair costs for damage to the suite.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on June 14, 2012, the tenant did not appear.

### **Issue(s) to be Decided**

The issues to be determined based on the testimony and the evidence are:

Whether or not the landlord is entitled to an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent.

Whether or not the landlord is entitled to monetary compensation for rental arrears owed.

Whether or not the landlord is entitled to monetary compensation for damages.

### **Background and Evidence**

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy for Unpaid Rent confirming that, as of May 1, 2012, the tenant had fallen into arrears for \$6,100.00. the effective date for ending the tenancy was June 11, 2012.

The landlord testified that the tenancy began approximately 8 or 9 years ago. The current monthly rent is \$700.00 per month and a security deposit of \$250.00 was paid. No written tenancy agreement was submitted into evidence.

The landlord testified that the tenant has accumulated arrears totaling \$6,100.00, which is being claimed. The landlord testified that the rental arrears had accrued over time due to persistent shortfalls each month. The landlord submitted a tenant ledger to clarify the debt.

In addition to the rental arrears above, the landlord is also claiming \$6000 in damages to the suite and included written estimates of the anticipated costs.

### **Analysis**

Based on the testimony of the landlord, I find that the tenant was personally served with a Notice to End Tenancy for Unpaid Rent. The tenant has not paid the arrears and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act 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.

With respect to rent owed, I find that section 26 of the Act states that rent must be paid when it is due, under the tenancy agreement. I find that the tenant failed to pay the rent when rent was due and never satisfied the debt. Accordingly I find that the landlord is entitled to monetary compensation for rental arrears including July 2012 in the amount of \$6,800.00

With respect to the landlord's claim for the costs associated with cleaning and repairs of the suite, I find that section 37(2) of the Act states that, when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

In this instance, I find that the tenant has not yet vacated the suite and therefore the landlord's claims for cleaning and repairs is premature. Therefore I find that the damage claim must be dismissed, but I do so with leave to reapply and the landlord is at liberty to pursue these claims after the tenancy has ended and the move-out inspection has been completed.

I find that the landlord is entitled to total compensation of \$6,900.00, comprised of \$6,800.00 in rental arrears and the \$100.00 cost of this application. I order that the landlord retain the tenant's security deposit and interest of \$258.85 in partial satisfaction of the claim, leaving \$6,641.15 still owed to the landlord.

### **Conclusion**

I hereby issue an Order of Possession in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

I hereby grant the Landlord an order under section 67 for \$6,641.15. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

The portion of the landlord's application relating to the claim for damages is dismissed with leave to reapply.

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: July 05, 2012.

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Residential Tenancy Branch