



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only.

The landlord testified the tenants was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on August 10, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenants on the 5<sup>th</sup> day after it was mailed.

Based on the testimony of the landlord, I find that the tenants have been sufficiently served with the documents pursuant to the *Act*.

The landlord testified the tenants had vacated the rental unit on August 20, 2012 and as such he no longer requires an order of possession. I amend the landlord's Application for Dispute Resolution to exclude the matter of possession.

In addition the landlord had submitted an amendment to his Application on August 28, 2012 to include additional charges for a broken window, however, since the landlord has testified the tenants had vacated the property by August 20, 2012 and they did not provide a forwarding address he was not able to serve them with his amendment. As the tenants were not served with the landlord's amendment for additional compensation I decline to amend the landlord's Application to include this additional amount.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for compensation for a lost piece of equipment; and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord the tenancy began on October 1, 2011 a 1 year fixed term tenancy for the monthly rent of \$1,400.00 due on the 1<sup>st</sup> of each month and a security deposit of \$700.00 paid.

The landlord submitted into evidence an accounting of late and unpaid rents in an amount totalling \$4,350.00 including the full amounts of rent for June, July, and August 2012 and \$150.00 for May 2012.

The landlord also testified that he had purchased a motion sensor light that the tenants indicated they would install but the tenants failed to install it and were unable to find it when the landlord asked about and since the tenants have vacate the landlord has not found the light. The landlord submitted a receipt, in the amount of \$36.95, from Home Depot confirming the purchase.

### Analysis

Based on the undisputed testimony, I find the landlord has established the tenants failed to pay rent as outlined above and have lost the motion sensor light as described above and as a result the landlord has suffered a loss for which he is entitled to compensation.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$4,436.95** comprised of \$4,350.00 rent owed; \$36.95 lost light and the \$50.00 fee paid by the landlord for this application.

This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: September 07, 2012.

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Residential Tenancy Branch