



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNR, OPR

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 testified that the respondent(s) were served with notice of the hearing by registered mail that was mailed on September 12, 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 an application for an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, and a request for a monetary order for outstanding rent and damages.

Background and Evidence

The applicant testified that:

- This tenancy began on July 1, 2012 with a monthly rent of \$900.00.
- The tenants failed to pay \$300.00 of the August 2012 rent, and have paid no rent for the months of September 2012 and October 2012.
- The tenants have been served with two 10 day Notices to End Tenancy, one was served on August 21, 2012, and the other was served on September 12, 2012.
- To date the tenants have failed to comply with either of those notices.
- She no longer requires an order of possession however, because one was already issued in a previous hearing when she applied for an early end to the tenancy.

- She is however requesting an order for the outstanding rent.

Analysis

It is my finding that the landlord has shown that there is a total of \$2100.00 in rent outstanding with the breakdown as follows:

August 2012 rent outstanding	\$300.00
September 2012 rent outstanding	\$900.00
October 2012 and rent outstanding	\$900.00
Total	\$2100.00

I therefore allow the landlords request for an order for that outstanding rent.

I have allowed the full amount of rent for the month of October 2012, because the landlord has shown that the tenants have caused significant damage to the rental unit and therefore I find it unlikely that she will be able to re-rent the unit before the end of the month.

Conclusion

I have issued an order for the respondents to pay \$2100.00 to the applicant.

The claim for damages is premature, because, at this time, the landlord does not know the extent of damages to the rental unit, and I therefore dismiss that portion of the claim 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: October 15, 2012.

Residential Tenancy Branch