



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MND, MNDC, MNSD and FF

Introduction

This application was brought by the landlord on November 21, 2012 seeking an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent served by posting on the tenant's door on November 5, 2012. The landlord also sought a Monetary Order for unpaid rent, late fees, damage to the rental unit, recovery of the filing fee for this proceeding and authorization to retain the tenants' security deposit in set off against the balance owed.

Despite having been served with the Notice of Hearing sent by registered mail on November 22, 2012, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

At the commencement of the hearing, the landlord advised that the tenant appeared to have vacated the rental unit in November 2012 without have given notice, providing a forwarding address or participating in a move-out condition inspection. The landlord determined in mid December 2012 that the rental unit had been abandoned

Therefore, the landlord withdrew the request for an Order of Possession.

Issue(s) to be Decided

This application now requires a decision on whether the landlord is entitled to monetary award requested.

Background and Evidence

This tenancy originally began with the subject tenant's grandmother on March 1, 1986 at which time she paid a security deposit of \$199 which is still held by the landlord. The landlord stated that the subject tenant took over the tenancy on October 29, 2009. Rent is \$698 per month.

During the hearing, the landlord gave evidence that the Notice to End Tenancy of November 5, 2012 had been served when the tenant had failed to pay the rent due on November 1, 2012. In the interim, the November rent remains unpaid and the tenant did not pay the rent for December 2012. Therefore, the landlord seeks to recover the rent plus \$25 late fees for each of the two months.

In addition, the landlord stated that as a result of a stabbing in the rental unit in October 2012, police had to make forced entry resulting in the need for replacement of the door and door frame. The landlord has also submitted copies of photographs showing the need for extensive cleaning and refuse disposal. For the door repair, cleaning, and refuse disposal, the landlord claims a total of \$502.

Analysis

Section 26 of the *Act* provides that tenants must pay rent when it is due.

Section 67 of the *Act* authorizes the director's delegate to determine an amount owed by one party in a rental agreement to the other and to order payment of that amount.

Section 72 of the *Act* states that the director's delegate may order that a landlord retain the tenant's security deposit in set off against an amount owed and may order payment of the applicant's filing fee by the respondent.

In the absence of any evidence to the contrary, I find that the tenant owes to the landlord an amount calculated as follows:

Rent for November 2012	\$ 698.00
Rent for December 2012	698.00
Late fee	25.00
Damage, cleaning and disposal	502.00
Filing fee	<u>50.00</u>
Sub total	\$1998.00
Less retained security deposit (No interest due)	- 199.00
Less interest (March 1, 1986 to date)	<u>- 189.42</u>
TOTAL	\$1,609.58

Conclusion

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order for **\$1,609.58**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

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: December 27, 2012.

Residential Tenancy Branch