



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, FF

Introduction

This hearing was convened in response to an application filed by the landlord seeking a monetary order for damages, unpaid rent and utilities and to recover the filing fee paid for his application.

The landlord appeared at the hearing the tenant did not. The landlord gave evidence that he served the tenant with a copy of the Application for Dispute Resolution and Notice of Hearing by way of personal service on the tenant on October 31, 2012 at approximately 6 pm. I accept the evidence of the landlord and I find that the tenants have had notice of this claim and this hearing.

The landlord gave evidence under oath.

Issue(s) to be Decided

Is the landlord entitled to the Orders sought?

Background and Evidence

The landlord testified that beginning at the end of 2011 the tenants were unable to pay their rent and utilities on time. In January 2012 they advised the landlord that they would have to move out as their business had failed and they did not have food for their children. The tenants advised the landlord that they were moving to a suite located upstairs in their workplace in Richmond however the landlord has now determined that this was not the case.

The landlord testified that the tenants advised the landlord they would pay all monies owed in monthly payments. The landlord submitted a paper he says was signed by himself and the tenants on January 31, 2012 indicating that the tenants owed \$2,200.00 in rent and \$675.00 in utilities for a total of \$2,875.00. The agreement was that the tenants were to make a first payment of \$675.00 before February 16, 2012 and \$400.00

on the 5th of each month thereafter until the debt was retired. The landlord says none of these payments have been made. Further, the landlord says the tenants damaged the floors upon move-out and they agreed to try to fix them but they did not do so. The landlord claims \$400.00 for the damages to the floors.

Findings

Based on the undisputed evidence of the landlord I will accept that the parties entered into an agreement whereby rental and utility arrears would be repaid but this has not happened. I will allow the landlord's claim in the sum of \$2,875.00 in this regard. With respect to the landlord's claim for \$400.00 for damages there is no amount stated for these repairs in the agreement signed by the parties and the landlord has not presented invoices to show the repairs performed and costs incurred. I will therefore dismiss this portion of the landlord's claim.

Filing Fees

As the landlord has been successful in this application I find that the landlord is entitled to recover the filing fees paid for this application.

Conclusion

The landlord is provided with a formal copy of an order for the total monetary award as set out above. This is a final and binding Order enforceable as any Order of the Provincial Court of British Columbia.

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: January 30, 2013

Residential Tenancy Branch

