



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Muks Kum Ol Housing Society
and [tenant name suppressed to protect privacy]

DECISION

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

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's agent.

The landlord testified the tenant 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 February 22, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5th day after it was mailed. Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

The landlord testified at the outset of the hearing that the tenant had vacated the rental unit and she no longer requires an order of possession. I amend the landlord's Application to exclude the matters of possession.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage to the rental unit; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 32, 38, 67, and 72 of *Act*.

Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a residential tenancy agreement which was signed by the parties on March 15, 2012 for a month to month tenancy beginning on April 1, 2012 for the monthly rent of \$454.00 due on the 1st of each month and a security deposit of \$227.00 was paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on February 5, 2013 with an effective vacancy date of February 20, 2013 due to \$454.00 in unpaid rent.

The landlord testified the tenant failed to pay the full rent owed for the month of February 2013 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent registered mail on February 5, 2013.

The Notice states the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days.

The landlord also seeks compensation for the costs of plumbing services, incurred in October 2012 resulting from a door knob being wedged into the toilet requiring the toilet to be replaced. The landlord has provided a receipt showing the cost of the replacement and installation was \$330.40.

Analysis

Based on the landlord's undisputed testimony I accept the tenant has failed to pay rent for the month of February 2013 and that as a result of the tenant's actions the landlord incurred costs to replace the toilet in the rental unit. I also accept the landlord has established the value of the replacement toilet.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$834.40** comprised of \$454.00 rent owed; \$334.40 replacement toilet and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$227.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$607.40**.

This order must be served on the tenant. If the tenant fails 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: March 14, 2013

