



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

OPR, OPC, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession and a monetary order for rental arrears based on a Ten Day Notice to End Tenancy for Unpaid Rent, dated March 20, 2013. The landlord was also seeking monetary compensation for late fees, unpaid utilities, reimbursement for movie rentals, carpet cleaning and rental arrears.

At the outset of the hearing, the landlord advised that the tenant vacated on April 17, 2013. Therefore the request for an Order of Possession is now moot. The landlord is still seeking monetary compensation for the arrears and charges.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for rental arrears owed and other costs for damages?

Background and Evidence

The landlord testified that the tenancy began on January 5, 2013 with rent at \$875.00 and a security deposit of \$437.50 was paid. The landlord testified that the tenant fell into arrears and was issued a Notice to End Tenancy.

The landlord seeking monetary compensation for \$875.00 for the NSF cheque, \$25.00 in late payment fees, \$95.39 for unpaid utilities, \$40.28 for rental of movies, \$17.78 for balance of March rent, \$17.78 for the balance of April rent and \$106.40 for carpet cleaning. The total claim is for \$1,177.63, plus the \$50.00 cost of the application.

The landlord provided copies of communications, a copy of the Ten Day Notice to End Tenancy for Unpaid Rent, a detailed monetary claim, a copy of the NSF cheque, copies of invoices, a copy of the tenant ledger, a copy of the tenancy agreement and proof of service.

The tenant did not dispute that he fell behind in the rent and that he incurred costs for movies and utilities. However, the tenant took issue with the landlord's refusal to accept partial payment of the arrears that were offered by a local agency and stated that this refusal affected the tenant's arrangement to pay the remainder under another support program.

The landlord stated that the offer to pay the arrears was made past the five day deadline specified on the Notice. The landlord acknowledged that he advised the agency that he would still be seeking to end the tenancy unless payment in full was received.

Analysis

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent. I find that the tenant has not paid the outstanding rent, nor did the tenant apply to dispute the Notice.

Given the above, I find that the landlord is entitled to a monetary award of \$1,227.63 \$875.00 for the NSF cheque, \$25.00 in late payment fees, \$95.39 for unpaid utilities, \$40.28 for rental of movies, \$17.78 for balance of March rent, \$17.78 for the balance of April rent and \$106.40 for carpet cleaning and the \$50.00 fee paid by the landlord for this application.

I order that the landlord retain the security deposit of \$437.50 in partial satisfaction of the claim leaving a balance due of \$790.13. I hereby grant the Landlord an order under section 67 for \$790.13. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord is successful in the application and is granted an order for monetary compensation for rent, utilities, cleaning and late payment fees. The request for the Order of Possession is moot.

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: April 29, 2013

Residential Tenancy Branch

