



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

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

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on a Notice to End Tenancy for Unpaid Rent, a monetary order for accrued rental arrears and a monetary order for damage to the suite.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail confirmed by the Canada Post tracking number as sent on May 10, 2013, the tenant did not appear.

At the outset of the hearing, the landlord testified that the tenant had vacated the rental unit on May 15, 2013. Therefore, the issue of the Order of Possession is now moot. The landlord is still seeking monetary compensation for rent and damages.

The landlord also stated that they have not yet determined the extent of the damage to the rental unit and therefore, this matter will not be heard at this time. This portion of the landlord's application will be dismissed with leave to reapply.

Issue(s) to be Decided

Is the landlord entitled to compensation based on the 10-Day Notice?

Background and Evidence

The tenancy began on October 1, 1998 and the current monthly rent was \$1,400.00 per month. A security deposit of \$575.00 was paid.

The landlord submitted into evidence a copy of the tenancy agreement, proof of service and a copy of the 10-Day Notice to End Tenancy for Unpaid Rent confirming that, as of April 25, 2013, the tenant had fallen into arrears for \$1,400.00.

The landlord testified that a 10-Day Notice to End Tenancy for Unpaid Rent was served on the tenant on April 25, 2013. The landlord testified that the tenant also failed to pay \$1,400.00 rent for May 2013, which is being claimed.

Analysis

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent. The tenant has not paid the arrears and did not apply to dispute the Notice.

With respect to rent owed, I find that section 26 of the Act states that rent must be paid when it is due, under the tenancy agreement. I find that the tenant failed to pay the rent when rent was due and never satisfied the debt. Accordingly I find that the landlord is entitled to monetary compensation for rental arrears based on the Ten Day Notice to End Tenancy for Unpaid Rent in the amount of \$1,400.00 for April 2013 and \$1,400.00 rent owed for May 2013.

I find that the landlord is entitled to total compensation of \$2,850.00, comprised of \$2,800.00 in rental arrears and the \$50.00 cost of this application. I order that the landlord retain the tenant's security deposit of \$575.00 in partial satisfaction of the claim, leaving \$2,275.00 still owed to the landlord.

I hereby grant the Landlord an order under section 67 for \$2,275.00. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

The remainder of the landlord's application is ordered dismissed with leave to reapply.

Conclusion

The landlord is granted a monetary order for rent owed and the landlord's monetary claim for damages is dismissed 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: June 03, 2013

Residential Tenancy Branch