



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Dispute Codes MNR, MND, MNDC & FF

Introduction

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the 10 day Notice to End Tenancy was personally served on the Tenant on June 3, 2013. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on June 11, 2013.

The tenant faxed information that indicates that she had flown to Australia on July 8, 2013 and had a return ticket returning on July 23, 2013. The information did not seek an adjournment and did not provide reason why she was unable to participate in the conference call hearing either through the use of an agent or directly from Australia. I determined it was not appropriate to grant an adjournment and proceeded with the hearing.

On June 29, 2013 the landlord filed an Amended Application for Dispute Resolution that increased the monetary claim from \$2650 to \$3888.32. She testified that she served this document by regular mail to the tenant. There is no evidence the tenant actually received the Amended Application for Dispute Resolution. The landlord was given an option of proceeding on the basis of the original claim that was served on the Tenant or withdrawing her claim and filing a new Application for Dispute Resolution seeking the full amount. The landlord stated she wished to proceed with the original claim.

With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to a monetary order and if so how much?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on March 1, 2012 when the parties entered into a one year fixed term tenancy. The tenancy agreement provided that the tenant(s) would pay rent of \$1500 per month payable on the first day of each month. The tenant paid a security deposit of \$750 at the start of the tenancy.

On or about May 22, 2013 the tenant gave the landlord oral notice by telephone that she was vacating the rental unit on June 15, 2013. The tenant has not given the landlord written notice. The tenant failed to pay the rent for June 2013. The tenant vacated the rental unit on June 13, 2013. The rental unit remains unrented.

Analysis

It is no longer necessary to consider the landlord's application for an Order for Possession as the tenant has vacated the rental unit and the landlord has regained possession.

Monetary Order:

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set

out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord is entitled to \$1500 for non-payment of rent for the month of June 2013.
- b. I determined the landlord is entitled to the amount claimed in the sum of \$150 for utilities as evidenced by the gas bill dated May 6, 2013 and the hydro bill dated June 10, 2013.
- c. I determined the landlord is entitled to the sum of \$600 for the repair of damage to a lamp post.
- d. I determined the landlord is entitled to the sum of \$100 for the cost to repair and re-paint damage to the wall.
- e. I determined the landlord is entitled to \$150 for damage to the siding.
- f. I determined the landlord is entitled to \$150 for the cost of cleaning including carpet cleaning.
- g. I dismissed the claim in the sum of \$10 for the cost of registered mail as an arbitrator does not have jurisdiction to make such an award.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$2650 plus the \$50 filing fee for a total of \$2700.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and 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: July 09, 2013

Residential Tenancy Branch