



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR OPR FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for orders as follows:

- a) A monetary order pursuant to Section 67;
- b) An Order of Possession pursuant to Sections 46, and 55; and
- c) An order to recover the filing fee pursuant to Section 72.

SERVICE:

The tenant did not attend. The landlord gave sworn evidence that the Notice to end Tenancy dated July 10, 2013 was served by posting it on the door and the Application for Dispute Resolution by registered mail. It was verified online that postal service attempted delivery, left notices and after 18 days returned it to the sender. I find that the tenant is deemed to be served with the Application/Notice of hearing.

Issue(s) to be Decided:

The tenant was issued a Notice to End Tenancy dated July 10, 2013 for unpaid rent. Is the landlord now entitled to an Order of Possession and to a Monetary Order for rental arrears/loss and filing fee?

Background and Evidence:

The tenant did not attend but is deemed to be served with the Application/Notice of Hearing. The landlord was given opportunity to be heard, to present evidence and to make submissions. The evidence is that the tenancy commenced in November, 2012, there is no security deposit and the rent is \$454 after subsidy. The landlord claims \$1362 for unpaid rent and loss as the tenant has not paid rent for June, July or August 2013 and is still residing in the unit. The tenant asked for an extra month to move and signed a mutual agreement to end the tenancy on July 31, 2013 but did not move out. The landlord also claims \$1495.55 in damages for the removal of hazardous waste and cleanup. An invoice and photographs are provided as evidence.

In evidence is the lease, warning letters, the registration receipt, the 10 day Notice to End Tenancy, the signed Mutual Agreement to End Tenancy, the rent ledger, an invoice from a specialized cleaning firm and photographs. The tenant did not submit any documents to dispute the amounts owing. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

I find that the landlord is entitled to an Order of Possession. There is outstanding rent. The Tenant has not made application pursuant to Section 46 to set aside the Notice to End a Residential Tenancy and the time to do so has expired. In these situations, the Residential Tenancy Act provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. Furthermore, the tenant signed a mutual agreement to end the tenancy on July 31, 2013 but remains in possession of the unit. An Order of Possession is issued effective two days from service.

Monetary Order

I find that there are rental arrears and rental loss in the amount of \$1362 representing rental arrears/loss from June to August 31, 2013. I find the weight of the evidence is that the tenant was living in extremely unhygienic and hazardous conditions due to her behaviour and the landlord paid \$1495.55 to a professional company to deal with the removal of the hazardous and other waste that had been stored by the tenant. I find the landlord's evidence is well supported by the photographs and invoice provided. I find the landlord entitled to recover the cost of \$1495.55.

Conclusion:

I find the landlord is entitled to an Order of Possession effective two days from service and a monetary order as calculated below. I find the landlord is entitled to recover filing fees paid for this application.

Calculation of Monetary Award:

Rental arrears and loss	1362.00
Hazardous waste removal	1495.55
Filing fee	50.00
Total Monetary Order to Landlord	2907.55

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: August 21, 2013