



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MND, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail on October 26, 2013. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence. The landlord gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Background and Evidence

The tenancy began on or about May 1, 1992. Rent in the amount of \$700.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$282.50. The tenant failed to pay rent in the month(s) of July - October and on October 26, 2013 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of November. The landlord advised that as of today's hearing the amount of unpaid rent is \$2425.00. The landlord also advised that the tenant vacated the unit

sometime in late November. The landlord is seeking \$128.72 for unpaid utilities and \$496.00 for carpet and suite cleaning. The landlord is also seeking \$2676.12 for water damage that occurred in April 2010. The landlord stated that due to the tenant overflowing the toilet it resulted in damage and seeks to recover those costs.

Analysis

I accept the landlord's undisputed testimony. As the tenant has already vacated the unit an order of possession is no longer required and I therefore dismiss that portion of the landlords claim.

I am satisfied that the landlord has established a claim based on the documentation submitted for \$2425.00 in unpaid rent, the \$496.00 for cleaning and the \$128.72 for utilities. In regards to the landlords claim for water damage that occurred in April 2010.

Basic limitation period

6 (1) Subject to this Act, a court proceeding in respect of a claim must not be commenced more than 2 years after the day on which the claim is discovered.

(2) The 2 year limitation period established under subsection (1) of this section does not apply to a court proceeding referred to in section 7.

As noted above the landlord is outside the allowable timeline and I therefore dismiss this portion of their application.

As the landlord has only been partially successful I find that they are entitled to the recovery of half of their filing fee in the amount of \$50.00.

As for the monetary order, I find that the landlord has established a claim for \$3099.72. I order that the landlord retain the \$282.50 deposit and the \$79.57 in interest which has accrued to the date of this judgment in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2737.65. This order may be

filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$2737.65. The landlord may retain the security deposit.

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: December 17, 2013

Residential Tenancy Branch

