



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, OPR, OPC, MNDC, FF

### Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking an order of possession for the rental unit due to alleged cause, an order of possession for the rental unit due to unpaid rent, a monetary order for money owed or compensation for damage or loss, for authority to retain the tenant's security deposit and pet damage deposit, and for recovery of the filing fee.

The landlord attended the telephone conference call hearing; the tenant did not attend.

The landlord testified that she served the tenant with the Application for Dispute Resolution and Notice of Hearing by registered mail on December 23, 2013. The landlord supplied the registered mail receipt showing the date the mail was sent and the tracking number of the registered mail.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing in a manner complying with section 89(1) of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present her evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

*Preliminary matters*-The landlord submitted that the tenant abandoned the rental unit on or about January 18, 2014 and I therefore amended her application deleting her request for an order of possession for the rental unit.

The landlord amended her original application to increase her monetary claim; however, the amended application was sent to the tenant at the rental unit after she had abandoned the rental unit. I therefore informed the landlord I could not proceed with her amended application as the tenant was not served with the amended application as required by section 89(1) of the Act, as there was proof that the tenant was not residing at the address the landlord for service.

The hearing proceeded on the landlord's original application, with the exception of her request for an order of possession for the rental unit.

#### Issue(s) to be Decided

Is the landlord entitled to monetary compensation and to recover the filing fee?

#### Background and Evidence

The landlord provided evidence that this tenancy began on May 15, 2013, ended on January 18, 2014, when the tenant abandoned the rental unit, monthly rent was \$1150, and the tenant paid a security deposit of \$575 and a pet damage deposit of \$400.

The landlord's monetary claim is \$2350, comprised of \$1150 for unpaid rent for December 2013, \$1150 for unpaid rent for January 2014, and \$230 for a strata fine.

In support of her application, the landlord submitted that the tenant failed to pay rent for December 2013, resulting in the landlord serving the tenant a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on December 16, 2013, listing unpaid rent of \$1150.

The landlord submitted she also served the tenant with a 1 Month Notice to End Tenancy for Cause.

The landlord submitted that the tenant abandoned the rental unit on or about January 18, 2014, without paying rent for December or January 2014.

As to the strata fine, the landlord submitted that the tenant refused to sign the Form K document with the tenancy agreement; however, the tenant was delivered a copy of the strata by-laws.

The landlord submitted that she was fined \$230 by the strata due to the infractions of the by-laws of the tenant's dog defecating on the residential property grounds.

### Analysis

Based on the relevant oral and written evidence provided, and on a balance of probabilities, I find as follows:

I grant the landlord's application. I accept that the tenant breached the tenancy agreement by failing to pay the rent owed for December 2013, and January 2014, as required by section 26 of the Act, while still living in the rental unit,.

I therefore find the landlord is entitled to a monetary award of \$2300, as unpaid rent of \$1150 for December and January each.

As to the landlord's claim for a strata fine, I accept the landlord's undisputed evidence that the tenant refused to sign the Form K document with her tenancy agreement; however, I find that she was given a copy of the strata by-laws and was aware that the actions of her dog defecating on the lawn of the residential property would result in a fine.

I therefore find the landlord is entitled to a monetary award of \$230.

I allow the landlord recovery of the filing fee of \$50.

Due to the above, I find the landlord is entitled to a total monetary award of \$2580, comprised of unpaid rent of \$1150 for December 2013, unpaid rent of \$1150 for January 2014, the strata fine of \$230, and the filing fee of \$50.

### Conclusion

The landlord's application for monetary compensation is granted.

At the landlord's request, I direct her to retain the tenant's security deposit of \$575 and the tenant's pet damage deposit of \$400, in partial satisfaction of her monetary award of \$2580 and I grant the landlord a final, legally binding monetary order pursuant to section

67 of the Act for the balance due in the amount of \$1605, which I have enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

The landlord is at liberty to file another application for dispute resolution for issues pertaining to this tenancy with this tenant not addressed in this application and Decision.

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: February 18, 2014

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Residential Tenancy Branch

