



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: OPR, MNR, MND, FF; CNR, MNDC

### Introduction

This hearing concerns 2 applications: i) by the landlord for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / and recovery of the filing fee; and ii) by the tenant for cancellation of a notice to end tenancy for unpaid rent / and a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement.

The landlord attended and gave affirmed testimony. The landlord testified that he personally served the tenant with the application for dispute resolution and the notice of hearing on September 08, 2014. Despite this, and despite scheduling of the hearing in response to applications by both parties, the tenant did not appear. The landlord also testified that he was served with the tenant's application and notice of hearing.

The landlord also testified that the tenant vacated the unit on or about September 15, 2014 without providing a forwarding address. The landlord therefore no longer seeks an order of possession.

### Issue(s) to be Decided

Whether either party is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

The unit which is the subject of this dispute is located in the basement portion of a house. The landlord resides in the upper portion of the same house. The landlord testified that he purchased the property in July 2014, and that he understands the tenancy began during the previous month of June 2014. Monthly rent of \$975.00 is due and payable in advance on the first day of each month, and a security deposit of \$487.50 was collected.

Arising from rent which was unpaid when due on August 01, 2014, the landlord issued a 10 day notice to end tenancy for unpaid rent dated August 18, 2014. The notice was served in-person on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is August 28, 2014. Subsequently, the tenant filed an application to dispute the notice on August 25, 2014, however, she made no further payment toward rent and, as earlier noted, she vacated the unit in mid-September 2014 without providing a forwarding address.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: [www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant)

Based on the documentary evidence and the landlord's affirmed / undisputed testimony, the various aspects of the respective claims and my findings are set out below.

### **LANDLORD**

**\$1,950.00:** *(2 x \$975.00) unpaid rent for August & September 2014*

I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated August 18, 2014. While the tenant filed an application to dispute the notice within the 5 day statutory period available (5<sup>th</sup> day is Monday, August 25, 2014), the tenant made no further payment toward rent, and vacated the unit in mid-September 2014. In the result, I find that the landlord has established entitlement to the full amount claimed.

**\$200.00:** *repairs to water damage adjacent to concrete slab*

The landlord testified that this damage resulted from the tenant's emptying of the large wading pool over the edge of the supporting concrete slab, leading to erosion of soil and some damage to the concrete slab. In the absence of move-in and move-out condition inspection reports in evidence, and in light of the fact that no repairs have presently been undertaken, I find that the landlord has established entitlement limited to **\$50.00**.

**\$50.00:** *filing fee*

As the landlord has succeeded with the application, I find that he has established entitlement to recovery of the full filing fee.

**Total: \$2,050.00** (\$1,950.00 + \$50.00 + \$50.00)

Section 72 of the Act addresses **Director's orders: fees and monetary orders**, in part:

72(2) If the director orders a party to a dispute resolution proceeding to pay any amount to the other, including an amount under subsection (1), the amount may be deducted

(b) in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.

Pursuant to the above, I order that the landlord retain the tenant's security deposit of **\$487.50**, and I grant the landlord a **monetary order** for the balance owed of **\$1,562.50** (\$2,050.00 - \$487.50).

As to discarded possessions left behind at the unit by the tenant, the attention of the parties is drawn to sections 24 to 31 of Part 5 of the Regulation which addresses **Abandonment of Personal Property**.

---

## TENANT

Further to the tenant's application, the notice of hearing, and the 10 day notice to end tenancy, there is no documentary evidence before me from the tenant. In consideration of the foregoing, and in the absence of the tenant at the hearing scheduled in response to applications by both parties, the tenant's application is hereby dismissed.

## Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,562.50**. This order may be served on the tenant, filed in the Small Claims 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: October 20, 2014

---

Residential Tenancy Branch

