



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession and rental arrears based on a Notice to End Tenancy for Unpaid Rent dated September 5, 2014. Although served with the Notice of Hearing by registered mail sent on September 17, 2014, neither co-tenant appeared.

At the outset of the hearing, the landlord stated they are no longer seeking an Order of Possession as the tenant vacated the unit in the first week of October, 2014. The landlord still seeks a monetary order for rent owed. In addition, the landlord seeks compensation for cleaning and damage left to the suite after the tenant vacated.

Preliminary Matter

After making the application, the landlord later submitted additional evidence claiming compensation for cleaning and repairs to the rental unit and served the evidence on the tenant approximately a week before the hearing. However, I find that the landlord's monetary claims for these damages were never included in the application as it was filed before the tenant moved out. The landlord did not amend the application, to include any additional claims based on the tenant's alleged violation of sections 32 and 37 of the Act for leaving the unit not clean and in need of repair.

Accordingly, I find that the claims for cleaning and damages must be dismissed and I do so with leave to reapply. The remainder of the application for rental arrears will proceed.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for rental arrears?

Background and Evidence

The landlord testified that the tenancy began on May 1, 2014, at which time the tenant paid a security deposit of \$350.00. The landlord testified that the tenant accrued arrears for underpaid rent over a period of time and by September 5, 2014 owed \$1,520.00 in

arrears. A 10-Day Notice to End Tenancy for Unpaid Rent was issued and served to the tenant in person on September 5, 2014.

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated September 5, 2014 with effective date of September 15, 2014, a monetary worksheet detailing the rent owed and a copy of the tenancy agreement. The landlord testified that, after they served the 10-Day Notice, the tenant did not vacate by September 15, 2014 but over-held the unit until the first week in October 2014.

Analysis

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent in person. The tenant has not paid the outstanding rent and did not apply to dispute the Notice.

I find that the landlord has established a total monetary claim of \$1,520.00 in rental arrears up to September 30, 2014. I order that the landlord retain the tenant's \$350.00 security deposit in partial satisfaction of the claim leaving a balance due of \$1,170.00.

I hereby grant the Landlord an order for \$1,220.00, comprised of \$1,170.00 for rent and the \$50.00 cost of the application. This order must be served on the Respondent and may be filed in the Small Claims Court and enforced as an order of that Court.

I find that the portion of the application seeking an Order of Possession is moot. I also dismiss the landlord's subsequent claims for compensation for cleaning and damages, with leave to reapply.

Conclusion

The landlord is partly successful in the application and is granted a monetary order for rental arrears. The order of possession was found to be moot and an additional claim for damages is dismissed with leave

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: November 04, 2014

Residential Tenancy Branch