



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession based on unpaid rent, a Monetary Order for unpaid rent and for compensation for damage and to recover the filing fee for the Application.

This hearing originally convened on January 26, 2015. The hearing could not continue as the Landlord needed to leave the building due to a fire alarm. On January 26, 2015 I adjourned the hearing on my initiative.

Only the Landlord appeared at the January 26, 2015 and February 13, 2015 hearings. He gave affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified he served the Tenant with the Notice of Hearing and their Application on January 8, 2015 by registered mail. Under the Act documents served this way are deemed served five days later; accordingly, I find the Tenant was duly served as of January 13, 2015. The Tenant was informed of the adjourned hearing by the Branch by letter mailed January 29, 2015. The Tenant did not appear at either hearing.

The Landlord confirmed that the Tenant vacated the rental unit such that an Order of Possession was no longer required.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to monetary relief?

Background and Evidence

The Landlord testified as to the terms of the tenancy. The Landlord rents the rental home from the property owner, and entered into a sub-tenancy with the Tenant. Monthly rent was payable in the amount of \$375.00.

The Tenant agreed to vacate the rental unit on January 8, 2015, yet failed to pay rent for the eight days he occupied the unit. In the Details of Dispute section on the Landlord's application he noted that he sought the sum of \$96.75 for these days. He also indicated he sought \$35.00 for the cost of repairing a hole in the wall caused by the Tenant. Introduced in evidence was a copy of photos of the damage to the wall. Finally, he sought recovery of the filing fee. The Tenant, having been served with the Landlord's application, was aware that the Landlord sought a Monetary Order in this amount.

Analysis

Based on the above, the undisputed testimony and evidence of the Landlord, and on a balance of probabilities, I find as follows:

Under section 26 of the Act, the Tenant must not withhold rent, even if the Landlord is in breach of the tenancy agreement or the Act, unless the Tenant has some authority under the Act to not pay rent. In this situation the Tenant had no authority under the Act to not pay rent.

I find that the Landlord has established a total monetary claim pursuant to section 67 of the Act of **\$181.75** comprised of \$96.75 for rent owing for eight days of occupancy in January 2015, \$35.00 to repair the damaged wall and the \$50.00 fee paid by the Landlord for this application. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

The Landlord is cautioned to deal with the security deposit and Tenant's property in accordance with the Act.

Conclusion

The Landlord is granted a monetary order for eight days of rent in January 2015, as well as the cost to repair the damage to the wall caused by the Tenant and recovery of the filing fee.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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 13, 2015

Residential Tenancy Branch

