



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNRE, MNSD, OPR & FF

Introduction

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the 10 day Notice to End Tenancy was personally served on the Tenant on January 12, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the tenant on January 28, 2015. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a tenancy agreement that provided that the tenancy would start on December 1, 2013 on a month to month basis. The tenant paid a security deposit of \$375 on November 28, 2013. The rent was initially set at \$750 per month plus \$125 per month for hydro. However, the tenant rented an additional bedroom and the rent was

increased to \$850 per month plus \$125 per month for hydro for a total of \$975 per month.

The tenant(s) gave notice in writing on January 3, 2015 that he was vacating the rental unit on January 31, 2015. The tenant vacated the rental unit on February 3, 2015. The tenant failed to pay all of the rent and hydro for January and the sum of \$275 remains outstanding. The tenant failed to pay the rent for February.

The landlord testified the tenant caused significant damage. He has spent over 30 hours making repairs. The rental unit has not been re-rented.

Analysis - Order of Possession:

It is no longer necessary to consider the landlord's application for an Order for Possession as the landlord has regained possession.

Analysis - Monetary Order and Cost of Filing fee

I determined the tenant has failed to pay the rent for the month(s) of January and the sum of \$275 remains outstanding for rent and hydro. In addition the tenant failed to give the required one month clear notice. Further, the tenant caused significant damage and the landlord has been unable to re-rent the rental unit for February. I determined the landlord has suffered a loss of rent of \$850 for February. I dismissed the claim for hydro for that month as the Supreme Court of British Columbia has held that the landlord is not entitled to that type of claim as the tenant did not receive the benefit of the hydro. I dismissed the landlord's claim for damage to the rental unit as the landlord failed to provide sufficient particulars identifying the claim and the amount claimed. The landlord has liberty to re-apply. **I granted the landlord a monetary order in the sum of \$1125 plus the sum of \$50 in respect of the filing fee for a total of \$1175.**

Security Deposit

I determined the security deposit plus interest totals the sum of \$375. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$800.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: February 16, 2015

Residential Tenancy Branch

