



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ASK INVESTMENTS INCORPORATED
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

1. An Order of Possession for unpaid rent pursuant to section 55;
2. A monetary order for unpaid rent and late fees pursuant to section 67; and
3. To recover the filing fee from the landlord for the cost of this application pursuant to section 72.

The tenant did not appear. The landlord's representative ("the landlord") was given full opportunity to be heard, to present evidence and to make submissions. The landlord provided evidence that a 10 Day Notice to End Tenancy for Unpaid Rent was personally served to the tenant on February 11, 2015. The landlord gave sworn testimony that he personally served the tenant with the Application for Dispute Resolution hearing package on February 17, 2015. I accept that the tenant was duly served with the 10 Day Notice and the Application for Dispute Resolution hearing package. The landlord testified that the tenant vacated the rental unit on March 4, 2015. Therefore, the landlord withdrew his application for an Order of Possession.

Issues to be Decided

Are the landlords entitled to a monetary award for unpaid rent and losses arising out of this tenancy?

Are the landlords entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The landlord testified that this tenancy began on October 1, 2014. The rental amount of \$600.00 was payable on the first of each month. The landlord testified that the tenant

paid an additional \$30.00 per month for parking. The landlord continues to hold a \$300.00 security deposit paid by the tenant on October 1, 2014.

The landlord provided a copy of the residential tenancy agreement to verify the details of the tenancy. He also submitted a note from the tenant dated January 16, 2015 stating the tenant "agrees to pay the January rent which he will the rent on January 24 in full of 600 dollars." The landlord testified that the tenant prepared and provided this note. It also stated that the tenant had paid \$100.00 towards January rent leaving a balance of \$500.00. At the bottom of the type written note, in handwriting, it says, "plus 30 for parking".

The landlord originally applied for an Order of Possession for unpaid rent for the month of February and the arrears for January 2015. The landlord testified that the tenant did not pay rent of \$600.00 due on February 1, 2015. He testified that the tenant made promises to pay the rental arrears but did not do so. The landlord testified that the tenant agreed to move out at the end of February but told the landlord he would be unable to pay rent. The tenant vacated the rental unit on March 4, 2015. The landlord withdrew his application for an Order of Possession.

The landlord testified that the tenant did not pay any of the February rent and paid \$100.00 towards the January rent on January 16, 2015. The landlord is seeking a monetary award of \$1160.00 for the months of January 2015 and February 2015 as well as \$60.00 in parking fees for those two months.

The landlord testified that the tenant has left the rental unit in extremely poor condition. The landlord testified that, on inspection of the suite, he noted tobacco stains on the walls, damage from an unreported water leak and damaged cupboards, among other necessary repairs and clean-up. He testified that it is unlikely he will be able to rent the unit in March due to the amount of work to be done in the unit.

Analysis

I find that the landlord is entitled to receive an order for unpaid rent in January and February 2015. I accept the uncontested evidence offered by the landlord that the tenant has not paid the rent for February and has only paid \$100.00 for January. I accept the evidence of the landlord that the tenant provided a note confirming his obligation to pay these outstanding amounts, including the parking fees. I am issuing the attached monetary order that includes the landlord's application for \$1100.00 in unpaid rent.

The landlord's application for parking fees is supported by the submission of the tenancy agreement into evidence. The tenancy agreement provides, under "What is included in the rent" that the tenant will pay "+ \$30/1 parking spot". I find that the landlord has shown that the tenant is obligated to pay parking fees for the months he resided in the unit. I am issuing the attached monetary order that includes the landlord's application for \$60.00 in parking fees.

The landlord testified that he is unlikely to be in a position to rent the premises for March 2015, as considerable cleaning and refurbishing of the premises will be required following this tenancy. The landlord testified that the earliest that the premises will be available for rent will be April 1, 2015. The landlord provided sworn testimony that the tenant continued to reside in the rental unit for the first four days of March, 2015. Based on the landlord's undisputed sworn testimony that he will be unable to re-rent the premises for the month of March, as well as his testimony that the tenant provided four days' notice that he would vacate the unit, I find that the landlord is entitled to rental loss for the month of March 2015. I am issuing the attached monetary order that includes the rental loss of \$600.00 for the month of March.

The landlord testified that he continues to hold a security deposit of \$300.00 plus interest from October 1, 2014 to the date of this decision for this tenancy. There is no interest payable for this period. I will allow the landlord to retain the security deposit in partial satisfaction of the monetary award.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$50.00 filing fee paid for this application.

Conclusion

I issue a monetary Order in favour of the landlords as follows:

Rental Arrears for January 2015	\$500.00
Rental Arrears for February 2015	600.00
Rental Loss for March 2015	600.00
Parking for January and February 2015	60.00
Less Security Deposit	-300.00
Recovery of Filing Fee for this application	50.00
Total Monetary Award	\$1510.00

The landlord is provided with formal Orders in the above terms. Should the tenant(s) fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial Court of British Columbia.

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: March 13, 2015

Residential Tenancy Branch

