



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, MND, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and a monetary order for unpaid rent, cost of repairs and the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

These parties had attended a hearing on October 27, 2015. The tenant had made application to cancel a notice to end tenancy and for compensation for loss under the *Act*. The parties came to an agreement to settle their dispute and pursuant to the agreed upon terms the Arbitrator granted the landlord an order of possession. The parties also agreed that the tenant was relieved of her obligation to pay rent for August and September, would move out by October 31, 2015 and would pay rent for October.

During the hearing the landlord requested that her application be amended to include the retention of the security deposit towards rent owed. Since the tenancy has ended I allowed the amendment.

The landlord already has an order of possession and therefore a second one is not required. The landlord may enforce the order in the Supreme Court of Canada. Accordingly, this hearing only dealt with the landlord's monetary claim for unpaid rent, the cost of repairs, to retain the security deposit and to recover the filing fee.

Issues to be decided

Is the landlord entitled to a monetary order to recover unpaid rent, cost of repairs and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started in August 2015. The monthly rent was \$850.00 due in advance on the first of each month. The tenant had pets and paid a total deposit of \$550.00.

Pursuant to the settlement entered into on October 27, 2015, the tenant was relieved of her obligation to pay rent for the months of August and September 2015. The tenant agreed to pay rent for October and move out by October 31, 2015.

The landlord stated that the tenant failed to pay rent for October as she had agreed to and also did not remove her belongings from the rental unit. The tenant stated that she was admitted to the hospital and at the time of the hearing was still in the hospital. The tenant agreed to remove her belongings from the rental unit by December 31, 2015.

The landlord stated that the rental unit was abandoned by the tenant on or around November 02, 2015. The landlord stated that upon inspection she found that the unit was in need of repairs and cleaning and that the tenant's personal belongings were present throughout the rental unit. The landlord stated that she has not been able to re-rent the unit and has therefore suffered a loss of income.

The landlord is applying for a total of \$5,000.00 to recover rent and to cover the cost of cleaning and repairs. At the time of the hearing the landlord had not incurred any costs to clean and repair and had not filed any evidence by way of photographs, invoices, estimates etc. to support her monetary claim.

The tenant stated that she is currently residing at the Front Room and the landlord may use the address of the Front Room as the forwarding address for the tenant. The tenant agreed to contact the landlord by telephone to make arrangements to remove her items from the rental unit. The landlord has provided her contact number to the tenant.

Analysis

Based on the sworn testimony of the both parties, I accept the landlord's evidence in respect of the claim. The tenant owes the landlord rent for the month of October. Since her belongings continue to remain inside the rental unit during November and December, I find that the tenant must pay rent for these two months as well, for a total amount of \$2,550.00. Since the landlord has proven her case, I award her the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim of \$2,600.00. I order that the landlord retain the security deposit of \$550.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,050.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The remainder of the landlord's application for the cost of repairs and cleaning is dismissed with leave to reapply.

I order the tenant to contact the landlord at the number provided by the landlord during the hearing and make arrangements to remove her belongings. I order the tenant to hand over vacant possession of the rental unit to the landlord on or before 1:00 pm on December 31, 2015. I further order the tenant to leave the unit in a clean condition.

If the tenant does not comply with this order, the landlord may enter the unit on December 31, 2015 after 1:00 pm and dispose of the tenant's items. The landlord may also claim the cost of removal of the tenant's belongings.

Conclusion

I grant the landlord a monetary order for **\$2,050.00**.

I order the tenant to hand over clean and vacant possession of the rental unit to the landlord on or before 1:00pm on December 31, 2015.

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: December 10, 2015

Residential Tenancy Branch

