



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DAWN WANELLE WHYTE
and [tenant name suppressed to protect privacy]

DECISION

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

Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent, for compensation for loss or damage under the Act or tenancy agreement, for compensation for damage to the unit, site or property, to recover the filing fee for this proceeding and to keep the Tenant's security deposit in partial payment of those amounts.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on February 10, 2016. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

This hearing was rescheduled from February 9, 2016 as the Arbitrator for that hearing was unavailable and there were problems with the Landlord dialling into the conference call. The Landlord's application is rescheduled for today March 23, 2016.

Further the Tenant abandoned the rental unit in June or July, 2014 therefore the Landlord has possession of the unit. The Landlord's request for an Order of Possession is cancelled as the Landlord has possession of the unit.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Is there damage or loss to the Landlord and if so how much?
4. Is the Landlord entitled to compensation for damage of loss and if so how much?
5. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on April 18, 2014 as a month to month tenancy. Rent was \$1,500.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$700.00 on April 18, 2014.

The Landlord said that the Tenant abandoned the rental unit in June or July, 2014. The Landlord continued to say the Tenant did not pay the June, 2014 rent of \$1,500.00 or the July, 2014 rent of \$1,500.00 and the Tenant stole much of the furniture provided in the rental unit and tenancy agreement. The Landlord said they have replaced the stolen items which were itemized on the content list in the addendum of the tenancy agreement. The Landlord said they are claiming \$2,885.80 for stolen items, which the Landlord provided paid receipts for in the evidence package.

The Landlord said her total claim is for \$3,000.00 in unpaid rent, \$2,885.80 in replacement furnishing and the \$100.00 filing fee for a total of \$5,985.80. As well the Landlord said they are requesting to retain the Tenant's security deposit as partial payment of their claims.

The Tenant said he is not disputing the Landlord's claims and he is willing to pay the full amount the Landlord has requested. The Tenant asked the Landlord if they could work out a repayment schedule as he is unable to pay the full amount now.

The Landlord said they would contact the Tenant about a repayment schedule.

Analysis

As the Tenant does not dispute the Landlord's claims and the Tenant has agreed to pay the Landlord's full claim; I award the Landlord a compensation of \$3,000.00 in unpaid rent and \$2,885.80 in damages for stolen items from the furnished rental unit.

As the Landlord has been successful in this matter, she is also entitled to recover from the Tenant the \$100.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in partial payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$3,000.00	
	Replacement furnishing:	\$2,885.80	
	Recover filing fee	\$ 100.00	
	Subtotal:		\$5,985.80
Less:	Security Deposit	\$ 700.00	
	Subtotal:		\$5,285.80
	Balance Owing		\$5,285.80

Conclusion

A Monetary Order in the amount of \$5,285.80 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) 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 23, 2016

Residential Tenancy Branch