



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Landlord on February 29, 2016 (which was amended on March 11, 2016) for an Order of Possession based on unpaid rent, a Monetary Order for unpaid rent and damage to the rental unit and to recover the filing fee for the Application.

Only the Landlord appeared at the hearing. 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 that he personally served the Tenant with the Notice of Hearing and the Landlord's Application for Dispute Resolution on March 3, 2016. He further testified that he served the Amendment on the Tenant by registered mail on March 15, 2016. Accordingly, I find the Tenant was duly served in accordance with the *Act*.

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.

### Preliminary Matter

The Landlord testified that the Tenant moved out of the rental unit on March 5, 2016. Accordingly, the Landlord no longer sought an Order of Possession.

### 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 and stated that the tenancy began December 15, 2012. At the time of the hearing, monthly rent was payable in the amount of \$1,250.00.

The Tenant failed to pay rent for the month of January 2016. The Landlord testified that he issued a 10 day Notice to End Tenancy for non-payment of rent on February 12, 2016 indicating the amount of \$1,250.00 was due for rent and \$197.00 for outstanding utilities in as of January 5, 2016 (the "Notice").

Based on the Landlord's testimony, I find that the Tenant was personally served with the Notice on February 12, 2016. Accordingly, I find that the Tenant was served with the Notice as of February 12, 2016.

The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days of service, namely, February 17, 2016. The Notice also explains the Tenant had five days from the date of service to dispute the Notice by filing an Application for Dispute Resolution.

The Landlord testified that the Tenant failed to pay the outstanding rent and utilities and failed to apply to dispute the Notice.

The Landlord testified that the Tenant did not clean the rental unit as required by the *Act* and damaged the rental unit. He claimed that the Tenant also left garbage requiring removal, damaged the walls including leaving a large hole in the drywall, stained the carpets, removed a chandelier from the living room, and broke the kitchen faucet.

The Landlord provided a cheque which he claimed he provided to the new owners in the amount of \$1,100.00 as compensation for the damage caused by the Tenant; he sought reimbursement of this sum from the Tenant.

The Landlord also claimed the \$100.00 filing fee.

The Landlord testified that he returned the Tenant's security deposit on March 5, 2016.

### Analysis

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

The Tenant did not attend the hearing to dispute the Landlord's claims. As such, the Landlord's Application was unopposed.

I accept the undisputed testimony of the Landlord that the Tenant failed to pay \$1,250.00 in rent for the month of January as well as failing to pay the utilities in the amount of \$193.00. I award the Landlord compensation for these amounts. I accept the Landlord's undisputed testimony with respect to the damage caused by the Tenant. Accordingly, I also award the Landlord the sum of \$1,110.00 representing the amount he paid to the new owners as compensation for the damage caused by the Tenant. As the Landlord has been successful, I also award him recovery of the \$100.00 filing fee.

I find that the Landlord has established a total monetary claim of **\$2,653.00** and I grant the Landlord a Monetary Order under section 67 for this amount. This Order may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

### Conclusion

The Landlord is granted a monetary order for the sum of **\$2,653.00** for unpaid rent and utilities, compensation for damage to the rental unit 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: April 18, 2016

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Residential Tenancy Branch

