



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 was convened as a result of the Landlord's Application for Dispute Resolution, submitted to the Residential Tenancy Branch on May 10, 2016 (the "Application").

The Landlord seeks the following relief pursuant to the *Residential Tenancy Act* (the "Act"): an order of possession for unpaid rent; a monetary order for unpaid rent; a monetary order for damage to the rental unit; and an order granting recovery of the filing fee.

The Landlord attended the hearing. The tenant did not. The Landlord was given the opportunity to provide evidence orally and in documentary form.

The Landlord advised the Notice of a Dispute Resolution Hearing, dated May 11, 2016 (the "Notice"), was served on the Tenant by leaving a copy taped to the door of the Tenant's rental unit on the same date. The Landlord advised he received a text message from the Tenant on May 13, 2016, in which the Tenant acknowledged receipt of the Notice. I find the Notice was duly served on the Tenant on May 13, 2016.

The Landlord further advised that the Tenant moved out of the rental unit on May 13, 2016, and confirmed he no longer required an order of possession. Accordingly, I consider the application for an order of possession withdrawn and will not address it further in this Decision.

A summary of the Landlord's evidence, derived from documentary evidence and affirmed testimony, is provided below. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent?
2. Is the Landlord entitled to a monetary order for damage to the rental unit?
3. Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The Landlord advised the tenancy commenced on April 7, 2016. Rent in the amount of \$700.00 per month was due and payable on the first day of each month. The Landlord received a security deposit from the Tenant in the amount of \$350.00.

The Landlord further testified that rent of \$700.00 was not paid when due on May 1, 2016. Accordingly, he served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice"), in person, on May 3, 2016.

The Landlord advised the Tenant moved out of the rental unit on May 13, 2016, and that he has had no further communication with the Tenant.

The Landlord also gave evidence of the damage caused to the rental unit by the Tenant. He advised the Tenant put his foot through a wall, and that drywalling and painting was required on both sides of the wall.

The Landlord hired a company to repair the damage. Although a receipt was not provided with the Landlord's evidence package, the Landlord advised the receipt to repair and paint the hole left by the Tenant was in the amount of \$300.00.

Analysis

Based on the unchallenged oral testimony and documentary evidence provided by the Landlord, and on the balance of probabilities, I find the following:

Section 26 of the *Act* requires a tenant to pay rent when due. The Tenant did not pay rent when due on May 1, 2016. As a result, the Landlord issued the 10 Day Notice, which I find was duly served on the Tenant on May 3, 2016.

Accordingly, I conclude the Tenant owes the Landlord \$700.00 for rent for the month of May 2016.

In addition, the Landlord has described damage to the rental unit caused by the Tenant. The Landlord's cost to repair the damage was \$300.00. I find the Tenant owes the Landlord \$300.00 for damage to the rental unit.

As the Landlord has been successful in his Application, he is entitled to recovery of the \$100.00 filing fee.

In light of the above, I find the Landlord is entitled to a monetary order in the amount of \$750.00, which has been calculated as follows:

Claim	Amount
Unpaid rent (May 2016):	\$700.00
Repair damage to drywall:	\$300.00
Filing fee:	\$100.00
<i>LESS security deposit:</i>	<i>\$350.00</i>
TOTAL:	\$750.00

Conclusion

I grant the Landlord a monetary order in the amount of \$750.00. This order may be filed in and enforced as an order of the Provincial Court (Small Claims).

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: June 09, 2016

Residential Tenancy Branch