



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MND MNR MNDC FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for a monetary order for unpaid rent or utilities, for damage to the unit, site or property, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The landlord attended the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide his evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application for Dispute Resolution (the "Application") and documentary evidence were considered. The landlord testified that the Notice of Hearing, Application and documentary evidence were served on the tenant by registered mail on September 15, 2016 and a registered mail tracking number was submitted in evidence which has been included on the cover page of this decision for ease of reference. According to the online registered mail tracking website, the tenant signed for and accepted the registered mail tracking package on September 19, 2016.

Based on the above, I find that the tenant was served on September 19, 2016, the date the tenant signed for and accepted the registered mail package. As a result, the hearing continued without the tenant.

Preliminary and Procedural Matter

At the outset of the hearing, the landlord was advised that due to a mathematical error, the landlord's monetary order worksheet as submitted added up to \$18,218.25 which exceeded the amount listed on his Application as \$17,918.25. As a result, the landlord requested to proceed with the lower monetary claim amount listed on his Application in the amount of \$17,918.25 which was permitted as I find that there is no prejudice to the tenant by ensuring the monetary claim does not increase more than what the original Application amount indicated as served on the tenant.

Issue to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?

Background and Evidence

The landlord affirmed that a month to month verbal tenancy agreement began on October 1, 2013 and ended in the middle of May 2016 when the landlord determined the tenant had abandoned the rental unit. The landlord testified that monthly rent was \$850.00 per month and was due on the first day of each month. The landlord stated that the tenant did not pay a security deposit or pet damage deposit.

The landlord's monetary claim for \$17,918.25 is comprised as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Clean up and repair of property (\$5,975.00 plus portion of tax amount of \$418.25)	\$6,393.25
2. Unpaid rent	\$11,525.00
TOTAL	\$17,918.25

Regarding item 1, the landlord testified that he renovated the rental unit before the tenancy began in September of 2013. The landlord testified that he renovated again after a flood in January of 2016 and that his photo evidence shows a dirty and damaged rental unit that did not look like the rental unit did after either renovation.

The landlord presented the photo evidence and a damages cost spreadsheet. In addition, the landlord's testimony supported the amount claimed in item 1.

Regarding item 2, the landlord presented the rent ledger in evidence which supports the landlord's testimony that the tenant owes \$11,525.00 in unpaid rent and loss of rent. The landlord stated that due to the condition of the rental unit he was not able to rent the rental unit for June 2016 but did secure new tenants for July 2016.

Analysis

Based on the undisputed documentary evidence and undisputed testimony of the landlord, and on the balance of probabilities, I find the following.

As the tenant was served with the Notice of Hearing, Application and documentary evidence and did not attend the hearing, I consider this matter to be unopposed by the tenant. As a result, and taking into account that I find the landlord's evidence and testimony support his full monetary claim, I find the landlord's application is fully successful in the amount of **\$17,918.25**.

In reaching this finding I have considered the photo evidence, rent ledger, and itemized spreadsheet of damage expenses submitted in evidence. In addition, I find that the tenant breached sections 37 and 26 of the *Act*. Section 37 of the *Act* requires that a tenant leave the rental unit in a reasonably clean condition less wear and tear and I find that the photo evidence supports that the tenant breached section 37 by damaging the rental unit. Section 26 of the *Act* requires that a tenant pay rent on the date in which it is due in accordance with the tenancy agreement. Based on the undisputed evidence before me, I find the tenant breached section 26 of the *Act*.

As the landlord's claim is successful, I grant the landlord the recovery of the cost of the filing fee in the amount of **\$100.00**. Based on the above, I grant the landlord a monetary order pursuant to section 67 of the *Act*, for the amount owing by the tenant to the landlord in the amount of **\$18,018.25**

As the tenancy agreement was not in writing, I **caution** the landlord to comply with section 13(1) of the *Act* in the future which requires that all tenancy agreements entered into after January 1, 2004 to be in writing.

Conclusion

The landlord's application is fully successful.

The landlord has been granted a monetary order pursuant to section 67 of the *Act*, for the amount owing by the tenant to the landlord in the amount of \$18,018.25. The landlord must serve the tenant with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

This decision is final and binding on the parties, unless 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 6, 2017

Residential Tenancy Branch