



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, OLC O, MND, MNR, MNSD, OPB, FF

Introduction

In the first application the tenant seeks more time to apply to cancel a Notice to End Tenancy, an order that the landlord comply with the law or the tenancy agreement and other, unspecified relief.

In the second application the landlord seeks an order of possession claiming the tenancy has ended according to the tenancy agreement. He also seeks a monetary award for occupation rent and for anticipated costs to clean and repair the rental unit after the tenant leaves.

The tenant did not attend the hearing within fifteen minutes after its scheduled start time. The landlord attended and was ready to proceed. As a result, the tenant's application is dismissed without leave to re-apply.

The landlord testifies that he served the tenant with his application by registered mail to the dispute address, where the tenant continues to reside. Canada Post records show (registered mail tracking number on cover page of this decision) that the mail was sent May 8, 2017 and went "unclaimed by recipient."

On this evidence I find that the tenant has been duly served in accordance with ss. 88, 89 and 90 of the *Residential Tenancy Act*.

The landlord demonstrates that the tenant is a party to a written tenancy agreement for a fixed term ending April 30, 2017. The agreement requires that the tenant move out at that end of the fixed term. Based on this evidence I find that this tenancy ended April 30, 2017 and the landlord is entitled to an order of possession.

On the landlord's undisputed evidence I find that he will suffer a loss of rental income for the month of June 2017 and I award him \$875.00 for that loss.

The remainder of the landlord's claim is for anticipated cost to clean and repair the rental unit based on what he has observed during an inspection. This portion of the claim is premature. The tenant has the obligation to return the premises reasonably clean and free of damage but for reasonable wear and tear. It remains to be seen whether or not she will do so.

The landlord's claim for cleaning and repair is dismissed as premature, but with leave to re-apply.

In result, the landlord will have an order of possession and a monetary award of \$875.00 plus recovery of the \$100.00 filing fee. By agreement, I authorize the landlord to retain the \$427.50 security deposit in reduction of the amount awarded. He will have a monetary order against the tenant for the remainder of \$537.50.

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 13, 2017

Residential Tenancy Branch