



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF MNR

Introduction

This hearing addressed the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for a Monetary Order for unpaid rent and to recover money owed, pursuant to section 67 of the *Act*.

The tenant did not participate in the conference call hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that he served the tenant with the landlord's Application for Dispute Resolution ("Application for Dispute Resolution") by Registered Mail on March 6, 2017. The Canada Post tracking number and receipt for these documents was provided at the hearing. I find that pursuant to section 89 and 90 of the *Act*, the tenant is deemed served with the Application for Dispute Resolution on March 11, 2017, five days after its mailing.

At the outset of the hearing the landlord amended his Monetary Order of \$15,982.90 to \$17,383.97. This reflected continued unpaid rent, along with receipts for repairs and cleaning that were received following the landlord applying for dispute resolution. A copy of a rental ledger displaying unpaid rent was submitted as part of the landlord's evidentiary package. In addition, to this amendment, the landlord asked that should an award be granted, he would like the monetary award to be made in his company's name. Pursuant to section 64(3)(c), I have amended the landlord's application to reflect these changes.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order?

Can the landlord recover the filing fee?

Background and Evidence

The landlord provided undisputed testimony that this tenancy began on August 12, 2009; rent was set at \$2,050.00 per month and a security deposit of \$1,000.00 continues to be held by the landlord.

The landlord said that due to repeated non-payment of rent, the tenants vacated the rental unit on their own accord on December 12, 2016. The landlord explained that he sought a Monetary Order in satisfaction of unpaid rent, along with cleaning and repairs that were required in the unit, following the tenant vacating the property.

Item	Amount
Unpaid Rent	\$15,532.90
Cleaning Receipt	450.00
Repairs and Removal	157.50
Repairs by T.A.	444.63
Repairs by T.A.	798.94
Filing Fee	100.00
Total =	\$17,383.97

As part of his evidentiary package, the landlord produced a series of receipts from contractors that who performed repairs on the rental unit following the conclusion of the tenancy. The landlord explained that the rental unit was new when it was rented to the tenant. Following the tenant's departure from the unit, multiple items in the apartment, related to the tenant's occupation were discovered as requiring repairs after having been broken by the tenant. Specifically, the kitchen sink, banister and closet doors were discovered as needing significant repairs. Furthermore, holes were put in the wall, garbage was left in the unit and face plates from the outlets were missing.

Following the conclusion of the tenancy, the landlord's performed a condition inspection with the tenant on December 12, 2016. The tenant refused to sign this document and did not provide her forwarding address to the landlord.

When asked why the landlord allowed to tenant to fall so far behind on the rent, the landlord explained that the tenant had sickness in the family and was unexpectedly forced to return to the United Kingdom. He explained that upon her return to Canada,

she repeatedly avoided the landlord, sent him cheques which were later returned and made several excuses as to when rent would be paid.

Analysis

Section 7(1) of the *Act* establishes that tenants who do not comply with the *Act*, the regulations or the tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply. Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

Based on the landlord's undisputed testimony, I am satisfied that the tenant failed to pay rent for the months identified in the landlord's ledger submitted at the hearing as part of the landlord's evidentiary package. I find that the tenant was aware of the unpaid rent, actively avoided the landlord's attempts to contact her and caused significant damage to the rental unit. I will therefore grant the landlord the entire sum requested in his application for a monetary award. As he was successful in his application for dispute resolution the landlord may retain the security deposit under section 72 of the *Act* as relief against the monetary award.

Again due to the landlord's success in his application, and pursuant to section 72 of the *Act*, the landlord may recover the \$100.00 filing fee from the tenants.

Conclusion

I am making a Monetary Order of \$16,383.97 in favour of the landlord as follows:

Item	Amount
Unpaid Rent	\$15,532.90
Cleaning Receipt	450.00
Repairs and Removal	157.50
Repairs by T.A.	444.63
Repairs by T.A.	798.94
Less Security Deposit	(-\$1,000.00)
Filing Fee	100.00
Total =	\$16,383.97

The landlord is provided with formal Orders in the above terms. Should the tenant fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial 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: August 15, 2017

Residential Tenancy Branch