



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPM, MNR, MNDC, FF

Introduction

On August 9, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an order of possession; for a monetary order for money owed or compensation for damage or loss; for a monetary order for unpaid rent or utilities; and to recover the cost of the filing fee. The matter was set for a conference call hearing.

The Landlord attended the teleconference hearing; however, the Tenant did not. The Landlord provided affirmed testimony that the Tenant was served the Notice of Dispute Resolution Proceeding using registered mail on August 15, 2018. The Landlord provided the registered mail tracking information as proof of service.

I find that the Tenant has been duly served with the Notice of Notice of Dispute Resolution Proceeding in accordance with sections 89 and 90 of the Act.

The Landlord was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions at the hearing.

Preliminary and Procedural Matters

The Landlord testified that the Tenant moved out of the rental unit on September 2, 2018. The Landlord is no longer seeking an order of possession for the rental unit. The hearing proceeded on the Landlords’ monetary claims.

Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent?

- Is the Landlord entitled to a monetary order for money owed or compensation for damage or loss?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began on November 21, 2017, as a seven month fixed term tenancy that continued thereafter on a month to month basis. Rent in the amount of \$670.00 was to be paid by the 21st day of each month. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenant did not pay any rent due under the tenancy agreement for the month of August 2018.

The Landlord is seeking a monetary order in the amount of \$670.00 for unpaid rent.

The Landlord is seeking compensation of \$2,782.50 for the cost of having to repaint kitchen cabinets. The Landlord submitted that the cabinets were painted without the Landlords consent. The Landlord testified that she has received an estimate for the repair costs but she has not performed the repairs.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant owes the Landlord \$670.00 for unpaid August 2018 rent.

The Landlords claim for compensation for the cost to repair the kitchen cabinets is dismissed with leave to reapply. The Tenant is at liberty to reapply when the work is performed and she has identified her actual loss.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$770.00 comprised of \$670.00 in unpaid rent for the above mentioned dates and the \$100.00 fee paid by the Landlord for this hearing.

I grant the Landlord a monetary order in the amount of \$770.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant failed to pay the rent due under the tenancy agreement for the month of August 2018.

The Landlord is granted a monetary order for the unpaid rent and the cost of the filing fee in the amount of \$770.00.

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: September 28, 2018

Residential Tenancy Branch