



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT
COMMISSION and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFL MNDCL MNDL MNRL OPR

Introduction

This hearing was scheduled to convene at 11:00 a.m. this date by way of conference call concerning an application made by the landlord seeking an Order of Possession and a monetary order for unpaid rent or utilities; a monetary order for damage to the unit, site or property; a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee from the tenant for the cost of the application.

The landlord was represented at the hearing by an agent who gave affirmed testimony. However, the line remained open while the telephone system was monitored for in excess of 10 minutes prior to hearing any testimony, and no one for the tenant joined the call. The landlord's agent testified that the tenant was served with the Application for Dispute Resolution and notice of this hearing (the Hearing Package) by registered mail on March 25, 2019 which was returned to the landlord unclaimed. The landlord's agent was permitted to provide proof of such service after the hearing concluded. I have now received copies of a Registered Domestic Customer Receipt addressed to the tenant with a Canada Post date stamp bearing that date, and the envelope showing that it was unclaimed, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

During the course of the hearing, the landlord's agent advised that the tenant has vacated the rental unit and the landlord withdraws the application for an Order of Possession.

Issue(s) to be Decided

The issues remaining to be decided are:

- Has the landlord established a monetary claim as against the tenant for unpaid rent?

- Has the landlord established a monetary claim as against the tenant for damage to the unit, site or property?
- Has the landlord established a monetary claim as against the tenant for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Background and Evidence

The landlord's agent testified that this month-to-month tenancy began on January 24, 2017. Rent was subsidized, and the tenant's share was \$510.00 per month payable on the 1st day of each month, which was raised to \$1,149.00 per month once the tenant began working, being 30% of his income. The increased amount was effective February 1, 2019. No security deposit or pet damage deposit was collected by the landlord. A copy of the tenancy agreement has been provided as evidence for this hearing.

The landlord's agent further testified that the tenant failed to pay any rent once the increase took effect, and the landlord caused the tenant to be served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a copy of which has been provided for this hearing. It is dated March 11, 2019 and contains an effective date of March 23, 2019 for unpaid rent in the amount of \$2,298.00 that was due on March 1, 2019. It was served on March 11, 2019 to the tenant by regular mail. The tenant did not pay any rent and did not serve the landlord with an Application for Dispute Resolution disputing the notice to end the tenancy, and the tenant abandoned the rental unit on or about March 23, 2019. The last rental payment made by the tenant was on December 24, 2018 for January, 2019 rent.

The tenant had removed the carpet in the bedroom and advised the landlord's agents that there was a leak. The landlord had it tested and believed due to the smell that the carpet had urine stains. The gyprock and baseboards and underlay had to be removed, and remediation work for walls and flooring is on-going. The landlord received an Invoice for the work, which was passed on to the tenant in an Invoice from the landlord. Copies have been provided for this hearing, and were provided in the Hearing Package sent to the tenant. The Invoice for the work completed amounts to \$735.00, but the tenant was not charged the \$35.00 GST. The tenant has not paid any portion despite written requests from the landlord.

The landlord has provided a Monetary Order Worksheet setting out the following claims:

- \$700.00 for repairs;
- \$1,149.00 for February, 2019 rent;
- \$1,149.00 for March, 2019 rent;
- \$1,149.00 for April, 2019 rent; and

- \$1,149.00 for May, 2019 rent;
for a total of \$5,296.00.

The landlord withdraws the claim for May, 2019 rent, and the landlord seeks a monetary order in the amount of \$4,147.00 and recovery of the \$100.00 filing fee.

Analysis

I have reviewed the evidentiary material of the landlord, and in the absence of any evidence to the contrary, I am satisfied that the tenant owes rent for February, March and April, 2019 in the amount of \$3,447.00, being \$1,149.00 for each of those months.

I also accept the undisputed testimony of the landlord's agent that the tenant removed carpeting, and as a result, the landlord incurred a cost of \$700.00 for remedial work.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$100.00 filing fee.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$4,247.00.

This order is final and binding and may be enforced.

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: April 30, 2019

Residential Tenancy Branch