

DECISION

Dispute Codes FF, MNR, MNDC, OPR

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail on April 21, 2011. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence. The landlord's agent gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Background and Evidence

At the outset of the hearing the landlords' agent advised the tenant had moved out and an order of possession was no longer required, accordingly I dismiss that portion of their application.

The tenancy began on or about November 2007 and ended on March 25, 2011. Rent in the amount of \$1200.00 is payable in advance on the first day of each month. The tenant failed to pay rent in the month(s) of October- December 2010 and on January 8, 2011 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of February and March 2011. The tenant did pay for the month of January in full as per the landlord's agent. The landlord's agent also gave evidence of damages left by the tenant that resulted in \$7428.75 of costs incurred by

the landlord to clean, repair and replace items in the unit to make it suitable for rental. The work took five weeks to complete and the landlord's agent is looking for compensation for loss of revenue for the months of April and May to complete the repairs. The repairs were extensive that included, new carpets, repairing numerous holes in the drywall, painting the entire unit, replacing of appliances, rubbish removal that required a large portable dumpster to be used, and repair of all doors in the rental unit.

Analysis

I accept the landlord's agent undisputed testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice.

The landlord's agent provided documentary evidence to support their claim of damages and cleaning.

In summary, the landlord has been successful in the following claims:

Unpaid Rent Oct – Dec 2010	\$3600.00
Unpaid Rent Feb-Mar 2011	\$ 2400.00
Loss of Revenue Apr-May 2011	\$ 2400.00
Costs of Repairs and Cleaning	\$ 7428.75
Filing Fee	\$ 100.00
	\$
Total:	\$ 15928.75

The landlord has established a claim for I grant the landlord an order under section 67 for the balance due of \$15,928.75. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$15928.75.

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 10, 2011.

Residential Tenancy Branch