



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes: OP, MND, MNSD, MNDC, FF

This was an application by the landlord for an Order for Possession, a Monetary Order and an Order to retain the security deposit in partial satisfaction of the monetary claim. The hearing was conducted by conference call. The landlord and the tenant participated and the tenant's girl friend was present on the call.

The tenancy began on September 2007 and runs from month to month with rent in the amount of \$450.00 due in advance on the first day of each month. The tenant paid a security deposit of \$225.00 at the commencement of the tenancy.

Based on the testimony of the landlord, given under solemn affirmation I find that the tenant was personally served with a Notice to End Tenancy for non-payment of rent on September 4, 2008. After receiving the Notice the tenant paid September's rent in several installments. The landlord did not agree to reinstate tenancy; the tenant has not paid rent for October and the landlord has issued a second Notice to End Tenancy with respect to unpaid rent for October. The tenant did not pay the outstanding rent within five days of receiving the Notice and he has not applied to dispute the Notice; he is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. Based on the above facts I find that the landlord is entitled to an order for possession effective two days after service on the tenant. This order may be filed in the Supreme Court and enforced as an Order of that Court.

The landlord claimed the sum of \$780.00 for the cost to repair certain items in the rental unit. The landlord did not make a claim for unpaid rent. The landlord has provided no particulars, photos or other evidence concerning the alleged damage. I find that the claim for damage is premature, because the work has not been performed and the tenant is still in possession of the rental unit. The landlord's claim for a monetary order

is dismissed, but he has leave to reapply for a monetary order with respect to his repair and damage claim and he may claim for unpaid rent. I award the landlord the \$50.00 filing fee for this application.

Dated October 23, 2008.