

Decision

Dispute Codes: OPC, MNR, MND, MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order as compensation for unpaid rent, compensation for damage to the unit, compensation for damage or loss under the Act, regulation or tenancy agreement, retention of the security deposit, and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act, regulation or tenancy agreement

Background and Evidence

Pursuant to a written residential tenancy agreement, the fixed term of tenancy is from December 1, 2009 to November 30, 2010. Rent in the amount of \$840.00 is payable in advance on the first day of each month. A security deposit of \$420.00 was collected on November 16, 2009.

Arising from a number of concerns about the conduct and behavior of the tenant(s), the landlord issued a 1 month notice to end tenancy for cause dated December 31, 2009. The notice was served in person on the tenant(s) on January 2, 2010. A copy of the notice was submitted into evidence. The reason shown on the notice for its issuance is as follows:

Tenant or a person permitted on the property by the tenant has:

significantly interfered with or unreasonably disturbed another occupant or the landlord

In the hearing the tenant(s) did not dispute the landlord's claim that rent of \$420.00 remains outstanding for February 2010, or that the tenant(s) are responsible for cost of \$645.75 associated with replacement / repair of broken glass in a patio door.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a partial resolution.

Analysis

Based on the documentary evidence and testimony of the parties, I find that the tenant(s) were served with a 1 month notice to end tenancy for cause dated December 31, 2009. The tenant(s) did not dispute the notice by filing an application for dispute resolution within 10 days of receiving the notice. The tenant(s) are therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the notice. Accordingly, I find that the landlord is entitled to an order of possession.

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a partial resolution. Specifically, it was agreed as follows:

- that the tenant(s) will vacate the unit not later than 1:00 p.m., Wednesday, March 31, 2010, and that an order of possession will be issued in favour of the landlord to that effect;
- that the landlord withdraws the claim for liquidated damages, a provision for which is included in the written residential tenancy agreement.

As for the monetary order, I find that the landlord has established a claim of \$1,115.75. This is comprised of \$420.00 in unpaid rent for February 2010, \$645.75 for the cost of replacement / repair of broken glass in a patio door, in addition to the \$50.00 filing fee. I order that the landlord retain the security deposit of \$420.00, and I grant the landlord a

monetary order under section 67 of the Act for the balance owed of \$695.75 (\$1,115.75 - \$420.00).

Conclusion

Pursuant to all of the above, I hereby issue an **order of possession** in favour of the landlord effective not later than **1:00 p.m., Wednesday, March 31, 2010**. This order must be served on the tenant(s). Should the tenant(s) fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$695.75**. This order may be served on the tenant(s), filed in the Small Claims Court and enforced as an order of that Court.

DATE: February 26, 2010

Dispute Resolution Officer