

DECISION

Dispute Codes OPC, MNDC, FF

Introduction

This hearing was convened by way of conference call on this date to deal with the landlord's application for an Order of Possession for cause, for 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 this application. Despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents personally on April 30, 2010, the tenant did not participate in the conference call hearing. The landlord attended the hearing and gave affirmed evidence.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for cause?

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Background and Evidence

This month-to-month tenancy began on September 1, 2009. Rent in the amount of \$750.00 is payable on the 1st day of each month. On August 15, 2009 the landlord collected a security deposit from the tenant in the amount of \$375.00 as well as a pet damage deposit in the amount of \$100.00.

The landlord testified that he served a 1 Month Notice to End Tenancy for Cause on March 31, 2010 with an expected move-out date of April 30, 2010, however the tenant did not vacate the unit. Further, the tenant did not pay rent for the months of May or June, 2010, and the tenant vacated the unit during the evening of June 13, 2010. The landlord stated that he did not receive a forwarding address from the tenant.

The landlord further testified that when the tenant moved into the unit, she asked the landlord for a digital terminal box for the television, in that basic cable is included with the rent, but the digital terminal box is only available to the cable customer. The landlord agreed to obtain the box and the tenant verbally agreed to pay the cost, being \$20.00 per month including taxes. The tenant paid that cost for the first 5 months, however did not pay in March or April. The landlord received the box back from the tenant in April, 2010 and discontinued that service with the cable company.

Analysis

The *Residential Tenancy Act* states that a landlord may end a tenancy for cause upon giving a notice in the prescribed form effective on a date that is not earlier than one month after the date the notice is received, and the day before rent is payable under the tenancy agreement, and a tenant may dispute that notice by making an application for dispute resolution within 10 days after the date the tenant receives notice. I find that the tenant did not make an application for dispute resolution within the time prescribed and is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, which in this case is April 30, 2010.

I also accept the evidence of the landlord that the tenant has not paid rent for the months of May and June, 2010. I also find that the landlord has provided evidence of the digital terminal box and I accept the verbal testimony of the landlord that the tenant agreed to pay \$20.00 per month for that additional cable service and failed to pay for that service for 2 months of the tenancy.

Conclusion

Based on the above facts I find that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. Should the tenant 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.

As for the monetary order, I find that the landlord has established a claim for \$1,500.00 in unpaid rent and \$40.00 for the digital terminal box. The landlord is also entitled to recovery of the \$50.00 filing fee. I grant the landlord an order under section 67 for the balance due of \$1,590.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

I further order that the landlord comply with Section 38 of the *Residential Tenancy Act* as it relates to the security deposit.

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: June 14, 2010.

Dispute Resolution Officer