

Decision

Dispute Codes: OPR, MNR, MND, 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, site or property / retention of the security deposit / and recovery of the filing fee. The landlord participated in the hearing and gave affirmed testimony.

Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the tenant did not appear.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on November 13, 2008. Currently, rent in the amount of \$1,400.00 is payable in advance on the first day of each month. A security deposit of \$700.00 was collected at the outset of tenancy.

Arising from the tenant's non-payment of rent since the beginning of 2010, the landlord issued a 10 day notice to end tenancy for unpaid rent dated June 10, 2010. The notice was served by way of posting on the tenant's door on June 11, 2010. Subsequently, the tenant has made no payment towards rent and continues to reside in the unit.

Further to compensation for unpaid rent, the landlord seeks compensation in anticipation of costs he may incur for miscellaneous repairs to damage to the unit, as well as compensation for what he understands is a missing lawnmower tractor.

Analysis

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated June 10, 2010. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply to dispute the notice. The tenant is therefore conclusively presumed under section 46(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.

As for the monetary order, I find that the landlord has established a claim of \$11,300.00. This is comprised of \$11,200.00 in unpaid rent combined for the eight (8) month period from January to August 2010 (8 x \$1,400.00), in addition to the \$100.00 filing fee. I order that the landlord retain the security deposit of \$700.00 plus interest of \$1.41 (total: \$701.41) and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$10,598.59 (\$11,300.00 - \$701.41).

After such time as the tenancy ends and the landlord has confirmed the missing status of the lawnmower tractor and / or determined its replacement value, and has also actually incurred costs for repairs as anticipated, he has the option of applying for a monetary order through dispute resolution. In the meantime, these aspects of the landlord's application are hereby dismissed with leave to reapply.

Conclusion

Pursuant to all of the above, I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service upon the tenant. This order must be served on the tenant. 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.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$10,598.59**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: August 19, 2010

Dispute Resolution Officer