

DECISION

Dispute Codes: *OPR, MND, FF*

Introduction

This hearing dealt with an application by the Landlord for an order of possession and for a monetary order for the cost of repairs and the filing fee.

The notice of hearing was served on the tenant on November 02, 2010 in person. The landlord testified that the tenant opened the envelope in his presence. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions. At the start of the hearing, the landlord requested that his claim be amended to include unpaid rent.

Issues to be decided

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order to recover unpaid rent and the filing fee?

Background and Evidence

The tenancy started on July 01, 2010. The rent is \$880.00 due on the 1st of the month. The tenant failed to pay rent for November and owes \$30.00 for October. The tenant is currently occupying the rental unit.

The landlord noticed that the tenant was storing large amounts of his belongings outside the suite. The fire exit was blocked by these items. The landlord also found out that the tenant was using the unit as a workshop and that there was considerable damage to one of the doors. The landlord filed a photograph of the broken door, to support his claim of \$250.00 to repair the door. On September 21, 2010 the landlord served the tenant in person with a notice to end tenancy for cause.

The landlord is applying for an order of possession effective two days after service on the tenant and a monetary order for unpaid rent, repairs and the filing fee.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. The tenant received the notice to end tenancy for cause on September 21, 2010 and did not make application, pursuant to Section 47 to set aside the notice to end a residential tenancy, and the time to do so has expired.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

I find that the landlord is entitled to \$910.00 for unpaid rent and \$250.00 to fix the broken door. Since the landlord has proven his case, he is also entitled to the recovery of the filing fee of \$50.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$1,210.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant and a monetary order in the amount of **\$1,210.00**.

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: November 16, 2010.

Dispute Resolution Officer