

DECISION

Dispute Codes OPC, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The landlord testified that he posted a One Month Notice to End Tenancy for Cause on the tenant's door on October 5, 2010. The landlord provided written evidence witnessed by his daughter attesting to his posting of a 10 Day Notice to End Tenancy for Unpaid Rent on the tenant's door on November 2, 2010 at 9 p.m. The landlord provided written evidence of his service of his dispute resolution hearing package to the tenant by registered mail on November 1, 2010 and an amended application on November 13, 2010. I am satisfied that the landlord provided these documents to the tenant in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession? Is the landlord entitled to a monetary award for unpaid rent and for damage arising from this tenancy? Is the landlord entitled to retain the tenant's security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover his filing fee for this application from the tenant?

Background and Evidence

The landlord said that this periodic tenancy commenced on February 15, 2009. Monthly rent is set at \$600.00, payable on the first of each month. The landlord said that he continues to hold the tenant's \$300.00 security deposit paid on February 15, 2009.

The landlord requested an Order of Possession for Cause and for Unpaid Rent. He testified that the tenant has not paid his November rent and has changed the locks on his rental unit. The landlord said that he has been given an estimate of \$200.00 to change the locks once he obtains possession of the rental unit. He asked for permission to change the locks if the tenant does not vacate in accordance with the Order of Possession he is requesting.

Analysis

Order of Possession

The tenant failed to pay the November 2010 rent within five days of receiving the 10 Day Notice to End Tenancy. The tenant has not made application pursuant to section 46(4) of the *Act* within five days of receiving the 10 Day Notice. The tenant's failure to take either of these actions within the time limits outlined above led to the end of his tenancy on the effective date of the notice, November 16, 2010. As the tenant has not vacated the premises by that date, I find that the landlord is entitled to a 2 day Order of Possession. The landlord will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

Monetary Order

Based on the undisputed evidence of the landlord, I find that the landlord is entitled to a monetary award of \$600.00 for unpaid rent for November 2010. I also find that the landlord is entitled to a monetary award of \$200.00 to change and replace the locks on the rental premises.

I allow the landlord to retain the tenant's security deposit plus interest in partial satisfaction of this monetary award. No interest is payable over this period. As the landlord has been successful in his application, I allow him to recover his filing fee.

Conclusion

I provide the landlord with a formal copy of an Order of Possession to take effect within 2 days of the landlord's service of this notice to the tenant(s). Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a monetary Order in the following terms which allows the landlord to retain the tenant's security deposit and to recover his filing fees from the tenant:

Item	Amount
Unpaid November 2010 Rent	\$600.00
Lock Replacement Charge	200.00
Less Security Deposit	-300.00
Recovery of Filing Fee for this application	50.00
Total Monetary Order	\$550.00

The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.