



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MND, MNR, MNSD, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession; a Monetary Order for damage to the unit, for unpaid rent, to keep the security deposit, and for money owed under the Act; and to recover the filing fees associated with this application.

The landlord participated in the hearing and provided affirmed testimony. He testified that he served the Notice of Dispute Resolution to the tenant personally on January 6th, 2011. The tenant did not participate and the hearing proceeded in the tenant's absence.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Order, and for what amount?

Background and Evidence

The rental unit consists of a one bedroom apartment in a multi unit complex located in Burnaby. Pursuant to a verbal agreement, the month to month started on May 3rd, 2010. The monthly rent was \$450.00 payable on the first of each month. The tenant paid a security deposit in the amount of \$250.00.

The landlord testified that the tenant owes \$200.00 in unpaid rent for the month of December 2010, and that the tenant did not pay rent for the month of January 2011 until January 6th, 2011.

The landlord stated that on December 13th, 2010, when he personally served the tenant with the 10 Day Notice to End Tenancy, the tenant ripped the notice and threw it away.

The landlord also stated that the tenant damaged the bedroom door and estimated a repair cost of \$150.00.

Analysis

I accept the landlord's undisputed testimony that he served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Section 46(5) of the *Residential Tenancy Act* provides that if a tenant who has received a Notice to End Tenancy for non-payment of rent does not pay the rent or makes an application for dispute resolution within 5 days, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit by that date. The tenant in this matter has not filed an application for dispute resolution.

Accordingly, I find that the landlord is entitled to an Order of Possession effective two days from the date the Order is served upon the tenant.

Concerning the landlord's monetary claim for the door; the landlord did not provide evidence showing the extent of damage, or the condition of the door at the start of the tenancy. I accept the landlord's testimony that the tenant damaged the door, but in the absence of receipts or corroborating evidence I award the landlord \$25.00.

Since he was partially successful, I award the landlord partial recovery of the filing fee in the sum of \$25.00.

Conclusion

I grant the landlord an Order of Possession effective two days from the date the Order is served upon the tenant.

This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The landlord has established a claim of \$250.00. I authorize the landlord to retain the tenant's \$250.00 security deposit as compensation for the landlord's monetary claim.

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: January 24, 2011.

Residential Tenancy Branch