



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes: OPR, MNR, MNDC, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and a monetary order for unpaid rent and the filing fee. The landlord served the notice of hearing on the tenant by registered mail and filed a copy of the tracking slip. 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.

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 landlord testified that the tenancy started on February 01, 2005. The monthly rent is \$810.00 due in advance on the first of each month. The tenant paid \$30.00 towards rent for January and on January 07, 2011; the landlord served the tenant with a ten day notice to end tenancy. The tenant paid the balance of rent on January 24, 2011 but failed to pay full rent for February 2011. The landlord issued rent receipts for use and occupancy only. At the time of the hearing, the tenant owed \$190.00 for rent.

The landlord has applied for an order of possession effective February 28, 2011 and for a monetary order in the amount of \$190.00 which consists of unpaid rent. The landlord has also applied for the filing fee of \$50.00.

The landlord also stated that the tenant changed the locks and did not provide the landlord with a copy of the keys. The landlord is requesting that the tenant be ordered to do so.

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 unpaid rent, on January 07, 2011 and did not pay rent within five days of receiving the notice to end tenancy nor did the tenant make application, pursuant to Section 46 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 on or before 1:00 p.m. on February 28, 2011. The Order may be filed in the Supreme Court for enforcement.

I also find that the landlord has established a claim of \$190.00 for unpaid rent and \$50.00 for the filing fee. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$240.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Pursuant to section 31 (2) of the *Residential Tenancy Act*, a tenant must not change locks without the landlord's consent. Therefore, I find that the tenant contravened the *Act* and I order the tenant to supply a copy of the keys to the landlord.

Conclusion

I grant the landlord an order of possession effective on or before 1:00 p.m. on February 28, 2011 and a monetary order in the amount of **\$240.00**. I also order the tenant to provide a set of keys to the rental unit, to the landlord.

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: February 07, 2011.

Residential Tenancy Branch