

Decision

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

Introduction

This hearing dealt with the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord's agent participated in the hearing and gave affirmed testimony.

Despite service of the application for dispute resolution and notice of hearing by way of "leaving a copy with the person," the tenant did not appear.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act, regulation or tenancy agreement

Background and Evidence

There is no written tenancy agreement for the month-to-month tenancy which began on September 1, 2010. Rent of \$425.00 is payable in advance on the first day of each month, and a security deposit of \$212.50 was collected at the start of tenancy.

Arising from rent which was unpaid when due on January 1, 2011, the landlord's agent testified that she issued a 10 day notice to end tenancy for unpaid rent dated January 7, 2011. The notice was served by way of posting on the tenant's door on that same date. A copy of the 10 day notice is not in evidence. Subsequently, the tenant has made no further payment toward rent and continues to reside in the unit.

In addition to compensation for unpaid rent, the landlord's agent testified that she seeks compensation for materials and her own labour for repairs to the door of the unit which was first occupied by the tenant when he moved into the building. As well, she seeks compensation for materials and her own labour for replacing the lock on the unit door. Changing of locks resulted from the tenant's relocation from one unit to another.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agent, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated January 7, 2011. 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 on a balance of probabilities that the landlord has established a claim of \$1,047.00, as follows:

\$425.00: unpaid rent for January 2011

\$425.00: unpaid rent for February 2011

\$100.00: cost of materials & labour to repair damaged door

\$47.00: cost of lock & labour to replace door lock

\$50.00: filing fee

Sub-total: \$1,047.00

I order the landlord to retain the security deposit of \$212.50, and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$834.50 (\$1,047.00 - \$212.50).

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on 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 \$834.50. 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.

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*.

DATE: February 3, 2011

Residential Tenancy Branch