



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both an agent for the landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order?

Background and Evidence

The tenancy began on February 1, 2011. The current monthly rent in the amount of \$1063.86 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$510.

Landlord's Evidence

During the tenancy, the tenant broke a window. The landlord has claimed \$376.36 for the cost of replacing the window.

On January 30, 2012 the landlord served the tenant a one-month notice to end tenancy for cause. The tenant did not dispute the notice, and he did not move out of the rental unit on the effective date of the notice, February 29, 2012.

The tenant failed to pay rent in the months of February, March and April 2012. The landlord has claimed \$3191.58 in unpaid rent and lost revenue for those months. The tenant called the landlord's agent and asked for time to pay, but the landlord instructed the agent to proceed with the eviction.

Tenant's Response

The tenant acknowledged that he owes the amounts claimed for the broken window and the unpaid rent. The tenant did not apply to dispute the notice to end tenancy because when he talked to the landlord's agent, he thought that they were withdrawing the notice.

Analysis

I find that the landlord is entitled to an order of possession. I find that the tenant was served with a notice to end tenancy and did not apply for dispute resolution to dispute the notice. The tenant did not provide sufficient evidence to establish that the landlord withdrew the notice. The tenant is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to an order of possession.

As for the monetary order, I find that the landlord is entitled to their monetary claim in its entirety.

The landlord is also entitled to recovery of the \$50 filing fee for the cost of their application.

Conclusion

I grant the landlord an order of possession effective two days from service. The tenant must be served with the order of possession. 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.

The landlord is entitled to \$3617.94. I order that the landlord retain the security deposit of \$510 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3107.94. This order may be 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*.

Dated: April 27, 2012.

Residential Tenancy Branch