



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, OPB, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent, an order of possession for cause, an order of possession for breach of the agreement, a monetary order for unpaid rent, to keep all or part of the security deposit, money owed or compensation due to damage or loss and recovery of the filing fee.

The landlord participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing by registered mail RW ### ### CA. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This tenancy began February 15, 2011 with monthly rent of \$1200.00 and the tenant paid a security deposit of \$600.00.

On April 16, 2012 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent; the tenant has not field to dispute this notice.

The landlord testified that the tenant has not paid the April or May 2012 rent and currently owes the landlord \$2400.00 in unpaid rent. The landlord stated that she had also been levied a \$200.00 fine by the strata council for the rental unit as the tenant after repeated warnings, continue to breach the terms of the strata rules by feeding seagulls from the balcony which created a mess on the building.

The landlord stated that she has attempted to contact the tenant a number of times by phone, going to the door and registered mail however the tenant will not respond to the landlord's efforts to communicate.

The landlord stated that she is seeking an order of possession effective 2 days after service upon the tenant and a monetary order for unpaid rent and loss.

The landlord in this application is also seeking compensation for keys, garage door opener, registered mail and photocopying expenses.

Analysis

Based on the documentary evidence and undisputed testimony of the landlord I find that the tenant was properly served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and 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 and a monetary order for unpaid rent.

The landlord has established through their evidence and testimony that the tenant has not paid rent for the months of April and May 2012. The landlord has also supplied documentation from the strata regarding the \$200.00 fine for the tenant not complying with the strata rules. Accordingly I find that the landlord is entitled to a monetary order for \$2600.00.

The landlord however has not yet suffered a \$105.00 loss for the cost of keys or \$300.00 for replacement of the garage door opener therefore the landlord is not entitled to this compensation at this time. This portion of the landlord's application is hereby dismissed withleave to reapply.

The landlord is also not entitled to the \$18.00 cost for registered mail or \$2.80 cost for photocopying as section 72 of the Act does not provide for the award of costs associated with litigation to either party to a dispute. This portion of the landlord's application is hereby dismissed without leave to reapply.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$2600.00 in unpaid rent and loss. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$600.00 security deposit in

partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$2050.00**.

If the amount is not paid by the tenant(s), the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: May 23, 2012

Residential Tenancy Branch