

DECISION

Dispute Codes OPR, MNR, MND, FF

Introduction

This is an application filed by the Landlord for an order of possession and a monetary order for unpaid rent, for damage to the unit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Landlord states that the Tenant was served with the notice of hearing and evidence package on April 19, 2012 by Canada Post Registered Mail. The Landlord has submitted a copy of the Canada Post Registered Mail Customer Receipt as evidence and states that online tracking indicates that the Tenant signed for the package on April 20, 2012. As such, I am satisfied that the Tenant was properly served with the notice of hearing and evidence package by registered mail on April 19, 2012 and is deemed served under the Act on April 20, 2012.

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

This tenancy began on February 4, 2012 on a month to month basis as shown in the submitted copy of the signed tenancy agreement. The monthly rent is \$425.00 payable on the 1st of each month.

The Landlord states that the Tenant was served with a 10 day notice to end tenancy for unpaid rent on April 10, 2012 which was posted on the rental unit door and was also slipped under a shared doorway with the Landlord on April 10, 2012. The Landlord states that the Tenant sent an email dated April 4, 2012 with an email "interact e-transfer" from the Tenant for \$415.00 for payment of April 2012 rent. The Landlord responded to the email on April 9, 2012 that this was not an accepted format of payment and that payment must be made either by check or cash. The Landlord states that the Tenant has not filed for dispute nor has she made any rent payments to the date of the hearing. The Landlord states that a note was found with the Tenant's key to the rental unit. The Landlord states that upon receiving it that they inspected the

furnished rental unit and found 3 or 4 personal items (clothing) left in the bedroom. The Landlord is unsure if the Tenant has abandoned the rental unit.

The Landlord seeks unpaid rent of \$425.00 for April 2012 rent and \$268.60 for locksmith services dated April 18, 2012 from Locksmith Bros. for a service call to replace a lock that had glue in the key cylinder. The Tenant has submitted the invoice for this repair.

Analysis

I accept the undisputed testimony of the Landlord and find that the Tenant was served with a notice to end tenancy for non-payment rent. The Tenant did not pay the 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 upon the above facts I find that the Landlord is entitled to an order of possession. 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.

As for the monetary order, I find that the Landlord has established a claim for \$425.00 in unpaid rent. The Landlord has also satisfied me that on a balance of probabilities that the damage to the lock was caused by the Tenant and has established a claim for the \$218.60. The Landlord is also entitled to recovery of the \$50.00 filing fee. I grant the Landlord an order under section 67 for the balance due of \$693.60. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted an order of possession and a monetary order for \$693.60

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 02, 2012.

Residential Tenancy Branch