

## **DECISION**

Dispute Codes      OPC, OPB, FF, MNDC

### Introduction

This is an application filed by the Landlord for an order of possession, a monetary order for money owed or compensation for damage or loss and the recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Tenant did not submit any documentary evidence. The Landlord states that the Tenant was served with the notice of hearing and evidence package by Canada Post Registered Mail on August 3, 2012 and has submitted a copy of the Customer Receipt in support. As such, I find that both parties have been properly served with the notice of hearing and evidence submitted.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to a monetary order?

### Background, Evidence and Analysis

The Landlord states in his direct testimony that there is no signed tenancy agreement and that the monthly rent is \$1,100.00.

The Landlord states that the Tenant was served with the 1 month notice to end tenancy for cause dated May 31, 2012 in person on the same date. The effective date of the notice is shown as June 30, 2012. The Landlord states that the Tenant is still in possession of the rental unit as of the date of this hearing and has also failed to pay August 2012 rent.

I find based upon the undisputed testimony of the Landlord and the documents submitted that the Tenant was served with the 1 month notice to end tenancy issued for cause on May 31, 2012. The Tenant has not filed for dispute resolution within the allowed 10 days and is conclusively presumed to accept this notice and must vacate the rental property. 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.

The Landlord also seeks a monetary order for \$1,928.26 because of strata bylaw fines imposed and other costs because of the Tenant's behaviour and actions. The Landlord has provided a copy of a statement issued by the property management company for his rental unit. The statement includes the bylaw fines imposed, monthly strata fees and various other charges.

I find that the Landlord's claim has been established based upon the statement provided of the Landlord and his direct testimony. The Landlord is entitled to a monetary order for the bylaw fines and charges imposed by the strata because of the Tenants. The Landlord has established a monetary claim for \$1,928.26. The Landlord is also entitled to recovery of the \$50.00 filing fee. The Landlord is granted a monetary order for \$1,978.26.

### Conclusion

The Landlord is granted an order of possession and a monetary order for \$1,978.26.

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: August 20, 2012.

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Residential Tenancy Branch