



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPPC, MND, MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only.

The landlord submitted documentary to confirm the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on August 28, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5<sup>th</sup> day after it was mailed.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

The landlord testified the tenant is still in the rental unit and that all rent has been paid at this time and as such, he seeks only an order of possession and a monetary order related to plumbing repairs completed in April 2012. I amend the landlord's Application to deal solely with these matters.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for cause; to a monetary order for unpaid rent; for damage to the rental unit; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 47, 55, 67, and 72 of the *Act*.

### Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on February 15, 2012 for a 1 year and 1 day fixed term tenancy beginning on March 1, 2012 for a

monthly rent of \$500.00 due on the 1<sup>st</sup> of each month with a security deposit of \$250.00 paid.

The landlord also provided a copy of a 1 Month Notice to End Tenancy for Cause issued on July 16, 2012 with an effective vacancy date of August 31, 2012 citing the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord. The landlord submits the notice was served on the tenant on July 16, 2012 by posting it on the rental unit door.

The landlord testified that there had been many plumbing repairs required during this tenancy but that he is seeking compensation for is one where they plumber found a small change purse clogging the toilet. The landlord has submitted a copy of the invoice charging \$171.52.

### Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property.

Section 47(4) allows the tenant to dispute a notice given under Section 47 within 10 days of receiving the notice as provided for on the actual notice itself. Section 47(5) states that a tenant who does not dispute the notice within 10 days of receiving it is conclusively presumed to have accepted the end of the tenancy and must vacate the unit by that date. In the case before, I accept the tenant did not dispute the notice and as such is conclusively presumed to have accepted the end of the tenancy.

In the absence of any evidence or testimony to the contrary, I find the landlord has suffered a loss as a result of the tenant's actions related to repairs required to plumbing as described by the landlord and in the amount represented in the invoice submitted.

### Conclusion

I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$221.52** comprised of \$171.52 plumbing repairs and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct this amount from the security deposit held in the amount of \$250.00 in satisfaction of this claim. I note this leaves a balance of \$28.48 in the security deposit to be dispensed with in accordance with the *Act* when the tenancy ends.

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: September 28, 2012.

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Residential Tenancy Branch