



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MND

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent and for repairs. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order to recover unpaid rent and for the cost of repairs?

Background and Evidence

The tenancy started on May 01, 2012. The monthly rent is \$700.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$350.00.

On August 31, 2012, the tenant gave the landlord notice to end the tenancy effective September 30, 2012. The notice was in the form of a hand written letter. The landlord stated that he accepted the notice of the tenant. The landlord also testified that the tenant requested that the security deposit be used for rent and the landlord agreed to do so. The tenant denied having made this request and stated that she paid full rent for September.

The landlord stated that the tenant has not paid rent for October, November and December 2012. The tenant argued that she did so in cash, but did not have any evidence to support her testimony. She added that the landlord did not provide receipts. The landlord is applying for an order of possession effective two days after service on the tenant and for a monetary order for rent for three months.

The landlord has made a claim for damages to a door but did not provide evidence to support his claim.

Analysis

Based on the sworn testimony of the both parties, I accept the landlord's evidence in respect of the claim. I find that the tenant gave written notice to end the tenancy effective September 30, 2012. In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice.

Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

Regarding unpaid rent, based on the date and amount of the landlord's application for dispute resolution, I prefer the landlord's testimony that the tenant did not pay rent for three months. Therefore I find that the landlord is entitled to \$2,100.00 for unpaid rent. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The landlord has not proven his claim for the cost of repairs to the door and therefore it is dismissed.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant and a monetary order for **\$2,100.00**.

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: December 06, 2012.

Residential Tenancy Branch