



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WILLIAM INV & CO
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, based on a 1 Month Notice for Cause, issued on April 20, 2013 and for a monetary for damages to the property.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on May 2, 2013, a Canada post tracking number was provided as evidence, the tenant did not appear. I find that the tenant has been duly served in accordance with the Act.

The landlord's agent gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Preliminary Issue

In the landlord's application they seek to recover cost relating to move-out fees. However, the tenant is still residing in the unit. I find this portion of the landlord's claim to be premature. The landlord is at liberty to reapply.

Issues to be Decided

Is the landlord entitled to an order of possession for cause?
Is the landlord entitled to a monetary order for damages to the property?

Background and Evidence

Based on the testimony of the landlord, I find that the tenant was served with a 1 Month Notice to End Tenancy for Cause on April 20, 2013, by personal service, which was witnessed. The notice explains the tenant had ten days to dispute the notice.

The landlord's agent testified the tenant is currently residing in the rental unit and seeks an order of possession for the effective vacancy date.

The landlord's agent testified on April 4, 2013, the tenant was caught on camera spilling wet food in the hallway and made not attempts to clean-up the mess. The agent stated the carpets were required to be steamed cleaned and deodorized. Filed in evidence are photographs of the surveillance video. Filed in evidence are a letter and a receipt for cleaning.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The tenant did not apply to dispute the Notice and is therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the landlord is entitled to an order of possession effective **May 31, 2013 at 1:00 pm**. A copy of this order must be served on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

The evidence of the landlord's agent was the tenant spilt wet food in the hallway of the building and my no attempts to clean-up the spill. The agent stated due to the tenant's actions the carpet was required to be steam cleaned. The photographic evidence submitted in evidence support the tenant split the food and that the area was required to be cleaned. Therefore, I find the landlord is entitled to compensation in the amount of **\$157.50**.

I find that the landlord has established a total monetary claim of **\$207.50** comprised of the above described amount and the \$50.00 fee paid for this application.

I authorize the landlord to retain this amount for the security deposit paid the tenant in full satisfaction of the claim.

Conclusion

The tenant failed to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective vacancy date of the notice to end tenancy.

The landlord is granted an order of possession. The landlord is granted a monetary order and is authorized to retain that amount from the security deposit in full satisfaction of the claim.

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 29, 2013

Residential Tenancy Branch

