



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Westgate Capital  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, MND, MNSD, FF

### Introduction

This was a hearing with respect to the landlord's application for an order for possession and a monetary order. The hearing was conducted by conference call. The landlord's representative called in and participated in the hearing. The tenants did not attend although personally served with the application for dispute resolution and Notice of hearing on April 10, 2013.

### Issue(s) to be Decided

Is the landlord entitled to an order for possession?

Is the landlord entitled to a monetary award and if so, in what amount?

### Background and Evidence

The rental unit is an apartment in Maple Ridge. On March 18, 2013 the landlord served the tenants with a one month Notice to End Tenancy for cause by handing a copy of the Notice to End Tenancy to an adult occupant of the rental unit. The tenants have not applied to dispute the Notice to End Tenancy.

In the application for dispute resolution the landlord applied for a monetary order and an order to retain the security deposit because the tenants have damaged the rental unit. Some of the damage was caused when the police raided the rental unit because of a disturbance and broke the door the gain entry. The landlord's representative said that the tenants have broken a window and it has not been repaired. The landlord has not submitted invoices or estimates to establish the costs for the repairs.

### Analysis

Pursuant to section 47(5) of the *Residential Tenancy Act*, the tenants had 10 days after receipt of the Notice to End Tenancy to dispute the Notice by filing an application. If as

in the present case, the tenants do not dispute the Notice to End Tenancy, they are conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice, which was April 30, 2013.

The landlord has applied for a monetary order repairs to the rental unit. The tenants are still occupying the rental unit and the landlord has not established the cost of the repairs or the extent of the required work. I find that the claim for a monetary award is premature and it is dismissed with leave to reapply.

### Conclusion

I grant the landlord an order for possession effective two days after service on the tenants. This order may be registered in the Supreme Court and enforced as an order of that court. The landlord is entitled to recover the \$50.00 filing fee for this application and may deduct the amount of the filing fee from the security deposit that it holds.

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 07, 2013

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Residential Tenancy Branch

