



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TLA ENTERPRISES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPC MNDC FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for orders as follows:

- a) A monetary order pursuant to Section 67;
- b) An Order of Possession pursuant to Sections 47 and 55; and
- d) An order to recover the filing fee pursuant to Section 72.

Both parties attended and the tenant agreed he received personally the Notice to end Tenancy dated March 28, 2013 and personally the Application for Dispute Resolution. The effective date on the Notice is automatically corrected to April 30, 2013 pursuant to section 53 of the Residential Tenancy Act as a one month Notice to End Tenancy for cause must give a full month's notice and according to section 47(2) (b) end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement. I find that the tenant was properly served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

The tenant was issued a Notice to End Tenancy dated March 28, 2013 for cause. Has the landlord proved on the balance of probabilities that they have good cause under section 47 to end this tenancy? If so, is the landlord now entitled to an Order of Possession?

Has the landlord proved on the balance of probabilities that this tenant did damage, that it was beyond reasonable wear and tear and the cost to repair the damage? Is the landlord entitled to recover the filing fee?

Background and Evidence:

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenant commenced living in the premises about three years ago, a security deposit of \$190 was paid and rent is

currently \$400 a month. The tenant says he is operating a bike repair business and hopes to get larger accommodation by June 30, 2013 in his sister's new home. After further discussion, the parties agreed to settle on the following terms and conditions:

Settlement Agreement:

The tenant may live in the premises and continue to pay his rent until June 30, 2013.

The tenant agrees to vacate on June 30, 2013 and the landlord will receive an Order of Possession for that date.

The landlord will recover her filing fee of \$50 by deducting it from the security deposit of the tenant.

The landlord also submitted a claim for a monetary order for \$100 as she said the tenant had broken three locks. The landlord provided no evidence of the broken locks and no invoice of the cost of repair. The tenant denied her claim and said there were further issues with lock changes.

On the basis of the solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis and Conclusion:

Order of Possession

Pursuant to the above noted settlement agreement, I find that the landlord is entitled to an Order of Possession effective June 30, 2013. I find she is entitled to recover her filing fee for this application by deducting \$50 from the tenant's security deposit which will leave \$140 in trust as security deposit.

Monetary Order

I find insufficient evidence that this tenant caused damage to the locks and if he did, I find insufficient evidence of the cost to repair them. Therefore I dismiss this claim of the landlord and give her leave to reapply for the cost to repair any damage caused by the tenant.

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 02, 2013

