



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BOURBON HOTEL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR OPR MNSD 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 as compensation for repairs to the property necessitated by the tenant's actions;
- b) An Order of Possession pursuant to Sections 47, and 55;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

SERVICE:

The tenant did not attend. The landlord gave sworn testimony that he served the Notice to End Tenancy on October 10, 2013 by posting it on the door and the Application for Dispute Resolution personally on the tenant. 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 October 10, 2013 for cause. Has the landlord proved on a balance of probabilities that they have good cause to end this tenancy and are now entitled to an Order of Possession? Is the landlord also entitled to a Monetary Order for repairs to the unit and filing fee?

Background and Evidence:

Only the landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced in August 2012, a security deposit of \$262.50 was paid and rent is currently \$500 a month. The landlord served the Notice to End Tenancy because the tenant caused extraordinary damage to the property and did not pay for repairs as agreed.

The landlord related how the tenant broke the window in his suite in October 2013 and agreed he would pay for the repair in installments. This agreement is in evidence. The landlord had it replaced but a few days later, the tenant smashed it again and he is not

paying for the repairs. The landlord said that he has also smashed the door to his unit and caused problems with the plumbing. The landlord requested an Order of Possession effective as soon as possible and a monetary order for \$612.40 (\$412.40 for smashed windows plus \$200 for the smashed door). The tenant did not provide any documents to dispute situation or the amount owing. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Order of Possession

I find that the landlord is entitled to an Order of Possession. I find the weight of the evidence is that the tenant has caused extraordinary damage to the landlord's property and has not done the required repairs. The Tenant has not made application pursuant to Section 47 to set aside the Notice to End a Residential Tenancy and the time to do so has expired. 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. An Order of Possession is issued effective two days from service.

Monetary Order

I find the evidence is it costs \$412.40 to repair the windows and \$200 to replace the smashed door. I find the landlord entitled to a monetary order for \$612.40 for repairs.

Conclusion:

I find the landlord is entitled to an Order of Possession effective two days from service and a monetary order as calculated below. I find the landlord is entitled to retain the security deposit to offset the amount owing and to recover filing fees.

Calculation of Monetary Award:

Repair costs	612.40
Filing fee	50.00
Less security deposit (no interest 2012-14)	-262.50
Total Monetary Order to Landlord	399.90

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: March 05, 2014

Residential Tenancy Branch

