



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Korecki Real Estate Services Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MND, FF

### Introduction

This is an application filed by the landlord for an order of possession and a monetary order for unpaid rent, for damages to the unit, site or property and recovery of the filing fee.

The landlord attended the hearing by conference call and gave undisputed testimony. The tenant did not attend or submit any documentary evidence. The landlord states that the tenant was served with the notice of hearing package by posting it to the rental unit door on March 6, 2014. The landlord clarified that they thought the tenant might be evading service and posted a notice to show the unit on March 7, 2014 for March 10, 2014. On March 10, 2014 the landlord entered the rental unit and found both posted notices inside the rental unit. The landlord believes the tenant removed the notices from the door and placed them inside. I accept the undisputed evidence of the landlord and find that the tenant has been properly served with the notice of hearing package.

The landlord clarified that as of March 10, 2014 that the landlord has regained possession of the rental unit and no longer requires an order of possession. As such, no further action is required for the landlord's request for an order of possession.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order?

### Background and Evidence

This tenancy began on December 1, 2013 on a fixed term tenancy ending on November 30, 2014 as shown by the submitted copy of the signed tenancy agreement. The

monthly rent is \$1,650.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$825.00 was paid.

The landlord states that the tenant was served with a 10 day notice to end tenancy issued for unpaid rent dated February 19, 2014 by posting it to the rental unit door on the same date. The notice states that the tenant failed to pay rent of that was due on February 1, 2014. The notice displays an effective end of tenancy date of February 28, 2014. The landlord provided a written statement dated March 5, 2014 which states that the tenant was served with this notice on February 19, 2014 by the prior property manager, E.N.

The landlord seeks a monetary order for unpaid rent for February and March of \$1,650.00 for each month, totalling, \$3,300.00. The landlord also states that the tenant caused damage to a master bedroom door, "fist hole through the door" which the landlord seeks compensation of \$400.00 (cost of door, labour and 2 coats of paint). The landlord state that this is an estimate based upon their experience with replacing doors and that the door has not yet been replaced as of the date of this hearing.

### Analysis

I accept the undisputed evidence of the landlord and find that a 10 day notice to end tenancy issued for unpaid rent dated February 19, 2014 was properly served upon the tenant by posting it to the rental unit door on February 19, 2014 based upon the letter dated March 5, 2014 from the former property manager. I find that the tenant failed to pay rent for February of \$1,650.00 and abandoned the rental unit between March 7 to March 10 based upon the landlord's undisputed testimony. I find that the landlord is also entitled to recovery of the March 2014 rent of \$1,650.00. I find that the landlord has failed to established a claim for recovery of \$400.00 in estimated damage costs for a door. The landlords statement that this is an estimate and that the damaged door has not yet been replaced has failed to establish a true claim of the damage. On this basis, I find that the claim for the damaged door is premature and dismiss it with leave to reapply.

The landlord has established a total monetary claim of \$3,300.00. The landlord is also entitled to recovery of the \$50.00 filing fee. I grant the landlord a monetary order under section 67 for the balance due of \$3,350.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$3,350.00.

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: April 23, 2014

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Residential Tenancy Branch

