



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

RTB-136

## DECISION

**Dispute Codes:** OPR, MNR, MND, FF

### Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent, cost of repairs and the filing fee.

The landlord served the notice of hearing on the tenant on February 18, 2014, by registered mail and provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### Issues to be decided

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order to recover unpaid rent, cost of repairs and the filing fee?

### Background and Evidence

The tenancy started in January 2014. The monthly rent is \$800.00 due in advance on the first of each month. The landlord testified that the tenant failed to pay rent for February 2014. On February 05, 2014, the landlord served the tenant with a notice to end tenancy for unpaid rent. In this notice, the landlord added \$500.00 to the amount of unpaid rent for the cost of repairs to the door of the rental unit. The tenant did not dispute the notice and continued to occupy the rental unit without paying rent.

The tenant further failed to pay rent for March and April 2014. As of the date of the hearing the tenant owed a total of \$2,400.00 in unpaid rent. The landlord has applied for a monetary order for this amount plus \$50.00 for the filing fee. The landlord has also applied for an order of possession effective two days after service on the tenant.

The landlord stated that she has not yet repaired the damaged door and has received a verbal quote of \$500.00 for repairs. The landlord did not file any documentary evidence to support this claim.

### **Analysis**

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. The tenant received the notice to end tenancy on February 05, 2014 and did not pay outstanding rent nor did the tenant make application, pursuant to Section 46 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. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

Since the tenancy has not yet ended and the landlord has not incurred any costs of repairs, I dismiss the landlord's claim for the cost of repairs with leave to reapply

I find that the landlord is entitled to \$2,400.00 for unpaid rent. Since the landlord has proven her case, she is also entitled to the recovery of the filing fee of \$50.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$2,450.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord an order of possession effective two days after service on the tenant and a monetary order in the amount of **\$2,450.00**.

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 09, 2014

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Residential Tenancy Branch

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