



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WAL-DEN INVESTMENTS (BC) LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, OPC, MNR, MNSD, MND, MNDC, CNC, CNR, FF

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to notices to end tenancy for non payment of rent and for cause. The landlord also applied for a monetary order for unpaid rent, cost of repairs, for the filing fee and to retain the security deposit in partial satisfaction of his monetary claim. The tenant applied for an order to cancel the notices to end tenancy

The notice of hearing was served on the tenant on May 16, 2014 by registered mail. The landlord provided a tracking number. Despite having been served the notice of hearing and having made application for dispute resolution, the tenant did not attend the hearing and therefore the tenant's application is dismissed. 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 for unpaid rent, cost of repairs, for the filing fee and to retain the security deposit in partial satisfaction of his monetary claim?

Background and Evidence

The tenancy started on February 01, 2014. The monthly rent is \$760.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$380.00.

The landlord testified that on March 07, 2014, the tenant's son attempted to gain entry to the rental unit by breaking a window. The police were involved in the incident. Due to this incident and the presence of a dog in the rental unit, on March 29, 2014, the landlord served the tenant with a notice to end tenancy for cause. The tenant disputed the notice in a timely manner.

The tenant failed to pay rent for May and on May 02, 2014; the landlord served the tenant with a ten day notice to end tenancy. The tenant amended her application to include her dispute against this second notice. The landlord testified that as of this date, May 29, 2014, the tenant owed \$760.00 in unpaid rent. The landlord is also claiming \$512.07 to repair the window and has filed a receipt to support his claim.

Analysis

Based on the sworn testimony of the landlord, I find that the tenant received the notice to end tenancy for unpaid rent, on May 02, 2014 and did not pay rent within five days of receiving the notice to end 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.

I also find that the landlord is entitled to \$760.00 for unpaid rent and \$512.07 for the cost to fix the smashed window. Since the landlord has proven his case he is also entitled to the filing fee of \$50.00. Overall the landlord has established a claim of \$1,322.07. I order that the landlord retain the security deposit of \$380.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$942.07. 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 for **\$942.07**. The tenant's application is dismissed.

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 29, 2014

Residential Tenancy Branch

