



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding McCandu Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, OPB, MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for damages – Section 67
3. A Monetary Order for unpaid rent – Section 67;
4. A Monetary Order for compensation – Section 67;
5. An Order to retain all or part of the security deposit – Section 38;
6. An order to recover the filing fee – Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail on August 28, 2014 in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy began on March 1, 2014. Rent in the amount of \$1,250.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$625.00 and a pet deposit of \$200.00. On August 12, 2014, the Landlord served the Tenant with a 1 Month Notice to End Tenancy for Cause (the "Notice") by registered mail. The Notice has an effective date of September 30, 2014. The Tenant has not filed an application to dispute the Notice and has not moved out of the unit. The Tenant has not paid the full rent for October 2014.

During the tenancy the Tenant, by act or negligence, damaged a thermostat and the repairs cost \$186.94. The Landlord sent the invoice and letter to the Tenant requesting payment however the Tenant has failed to pay these costs. The Landlord claims the costs for the repairs.

The Landlord withdraws the claim for unpaid utilities.

Analysis

Section 47 of the Act provides that upon receipt of a Notice to end Tenancy for Cause, the tenant may, within ten days of receiving the notice, dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If the tenant does not dispute the Notice, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the notice and must vacate the unit by that date. Section 55 of the Act provides that a landlord may request an order of possession of a rental unit by making an application for dispute resolution where a notice to end the tenancy has been given by the landlord, the tenant has not disputed the Notice by making an application for dispute resolution and the time for making that application has expired.

Based on the Landlord's evidence I find that the Tenant was served with the Notice, has not filed an application to dispute the notice and has not moved out of the unit. Given these facts, I find that the Landlord is entitled to an **Order of Possession**.

Based on the undisputed evidence of the Landlord I also find that the Landlord has substantiated that the Tenant damaged the thermostat and is liable for the repair costs. As a result I find that the Landlord is entitled to **\$186.94**. The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$236.94**. I order the Landlord to deduct this amount from the security deposit in full satisfaction of the claim.

Conclusion

I grant an Order of Possession to the Landlord effective **two days after service** on the Tenant. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: October 15, 2014

Residential Tenancy Branch