



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNR, MNDC

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. Both parties participated in the conference call hearing.

At the hearing the landlord advised that she had cheques from the Ministry of Income and Social Assistance for rent for the months of May and June and although she had not yet negotiated those cheques, she wished to withdraw her claim for rent for the month of May.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that on March 28, 2011 the tenant was served with a one month notice to end tenancy for cause.

The landlord testified that on March 16, 2011 she gave the tenant notice that she would be entering his suite on March 18, 2011 with a technician from a pest control company to treat the unit for cockroaches. She further testified that on March 18 she knocked on the door and there was no answer. When she attempted to use her master key to enter the unit, the key would not fully turn. As a result, the unit could not be treated and the technician billed her \$50.40 for a callout fee. The landlord seeks to recover this fee. The landlord testified that in the afternoon of March 18 the tenant told her that he knew that she had an appointment to treat the unit that day, but that he had prevented her entry.

The tenant testified that he could not recall having received a notice of entry for March 18, could not recall having prevented the landlord from entering and could not recall

having a conversation with her about the incident. The tenant stated that due to physical problems, it was not always convenient for visitors to be in his unit.

Analysis

I find that the tenant was served with a one month notice to end tenancy on March 28. The tenant did not dispute the notice and is therefore conclusively presumed to have accepted that the tenancy is ended. I find that the landlord is entitled to an order of possession. The tenant asked for additional time to move while the landlord asked for the order to be effective quickly to give them an opportunity to treat the rental unit for cockroaches and re-rent it for July 1. I grant the landlord an order of possession effective June 15, 2011 at 1:00 p.m. This order may be filed in the Supreme Court and enforced as an order of that Court.

As for the monetary order, I find it more likely than not that the tenant prevented the landlord from entering his unit on March 18. I find that the tenant should be held responsible for the callout fee and I award the landlord \$50.40. I grant the landlord a monetary order under section 67 for \$50.40. 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 an order of possession and a monetary order for \$50.40.

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: June 02, 2011

Residential Tenancy Branch