



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC MNR MNDC FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for damage to the rental unit, site or property. Despite having been personally served with the application for dispute resolution and notice of hearing on August 18, 2011, the tenant did not participate in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order?

Background and Evidence

The tenancy began on February 24, 2011. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$187.50.

During the tenancy, the tenant repeatedly broke the lock on the door to the roof of the building, in order to gain access to the roof. The landlord had to constantly repair it, using materials they had on hand and doing the labour themselves. The landlord has claimed \$187.50, the amount of the security deposit, as compensation for this repeated damage.

On June 22, 2011, the landlord served the tenant a one month notice to end tenancy for cause. The effective date of the notice is July 31, 2011. The tenant did not apply to dispute the notice and did not vacate the rental unit. The landlord seeks an order of possession pursuant to the notice to end tenancy.

Analysis

Based on the landlord's evidence I find that the tenant was served with a notice to end tenancy and has not applied for dispute resolution to dispute the notice. The tenant is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to an order of possession.

As for the monetary claim, I find that the landlord did not provide sufficient evidence that the tenant caused the alleged damage. Further, the landlord did not provide evidence

that they suffered any monetary loss, as they were able to repair the lock using materials on hand and providing the labour themselves. I find the landlord is not entitled to the monetary compensation claimed.

Conclusion

I grant the landlord an order of possession effective two days from service. The tenant must be served with the order of possession. 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.

The landlord's application for monetary compensation is dismissed.

As the landlord's application was partially successful, I find they are entitled to partial recovery of the filing fee, in the amount of \$25. The landlord may retain \$25 of the security deposit. The landlord continues to hold the remainder of the security deposit in trust, and must deal with it in accordance with the Act.

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: September 21, 2011.

Residential Tenancy Branch