

DECISION

Dispute Codes OPC, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord. The tenants did not attend.

The landlord testified that the tenants had been served with the notice of hearing on November 10, 2009 when it was sent to both tenants individually via registered mail. The landlord provided tracking numbers in confirmation. I am satisfied the tenants were served with notice of this hearing.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for cause; to a monetary order for unpaid rent or loss of revenue; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to sections 38, 47, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence the following documents:

- A copy of a tenancy agreement signed by the parties on May 28, 2008 for a 6 month fixed term tenancy that converted to a month to month tenancy on December 1, 2008 for a monthly rent of \$1,100.00 due on the 1st of the month with a security deposit of \$550.00 paid;
- A copy of a 1 Month Notice to End Tenancy for Cause dated October 19, 2009 with an effective vacancy date of November 30, 2009 citing that the tenants or persons permitted on the property by the tenants has significantly interfered with or unreasonably disturbed another occupant or the landlord;
- Complaints from two individual tenants to landlord for excessive noise from the rental unit of these tenants.

The landlord testified that the tenants have paid their rent up and there is not outstanding rent. She requested however to retain the security deposit as she will not be able to rent the rental unit out in time to prevent lost revenue.

Analysis

Section 47 of the *Act* allows a landlord to end a tenancy if the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

As the tenants have not disputed this notice within 10 days of receipt of the 1 Month Notice to End Tenancy for Cause they are conclusively presumed to have accepted that the tenancy ends on the effective date of the notice.

However, I also find that the landlord is not entitled to retain the security deposit, at this time, from these tenants as there is no outstanding rent or no lost revenue, except for recovery of the filing fee.

Conclusion

I find that the landlord is entitled to an Order of Possession effective **two days after service on the tenant**. This order must be served on the tenants and may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$50.00** for recovery of the filing fee paid by the landlord for this application. I order the landlord may deduct this amount from the security deposit and interest held in the amount of \$550.00 in satisfaction of this claim.

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: March 10, 2010.

Dispute Resolution Officer