

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain an Order of Possession.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*, The landlord gave affirmed testimony that she served the tenants in person with the hearing documents on March 02, 2010.

The landlord appeared, gave affirmed testimony, was provided the opportunity to present her evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

All of the landlords' testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession based on the One Month Notice to End Tenancy for Cause?

Background and Evidence

This tenancy started on March 01, 2009. This was a fixed term tenancy for six months which reverted to a month to month tenancy at the end of the fixed term. Rent for this unit is \$1,144.00 which included utilities and is due on the first of each month. The tenants paid a security deposit of \$500.00 on or about February 28, 2009.

The landlord served the tenants with a One Month Notice to End Tenancy for Cause. The reasons given on this Notice are that the tenants have significantly interfered with or unreasonably disturbed another tenant or the landlord and the tenants have breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord testifies that the tenants have been given two separate notices for the landlord to gain entry to the unit after 24 hours. On both occasions the landlord has been locked out of the unit and was unable to affect entry.

The landlord testifies that she has also received complaints from the tenants living in the unit below these tenants about noise and one of the tenants being disruptive while under the influence of alcohol.

The One Month Notice states that the tenants have 10 days from the date they received the Notice to file an application to dispute the Notice.

Analysis

The tenants did not appear at the hearing, despite having been given a Notice of the hearing; I accept that the tenants were served the One Month Notice to End Tenancy for cause on January 24, 2010 pursuant to section 88 of the *Residential Tenancy Act*. As this notice was posted to the tenant's door it was deemed to have been served on January 27, 2010. The Notice states that the tenants have 10 days from receiving this Notice to apply for Dispute Resolution or the tenancy would end. Therefore, the tenants

had until February 06, 2010 to dispute the One Month Notice. I find no evidence that the tenants filed an application to dispute the notice.

Based on the foregoing, I find that the tenants are conclusively presumed, under section 47(5) of the *Act*, to have accepted that the tenancy ended on the effective date of the Notice and grant the landlord an order of possession.

Conclusion

The One Month Notice to End Tenancy for cause dated January 24, 2010 is upheld.

I HEREBY ISSUE an Order of Possession in favour of the landlord effective **two days after service** on the tenants. This order must be served on the Respondents and may be filed in the Supreme Court 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: April 14, 2010.

Dispute Resolution Officer