

DECISION

Dispute Codes OPC, MND, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession pursuant to section 55;
- a monetary order for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenants did not attend this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The landlord provided written and witnessed evidence that he posted a One Month Notice to End Tenancy for Cause on the tenants' door at 10:05 a.m. on October 18, 2010. He also provided written evidence that he handed the dispute resolution hearing package to Tenant SG on 5:55 p.m. on January 1, 2011. I am satisfied that these documents were served to the tenants in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for Cause? Is the landlord entitled to a monetary award for damage or loss arising out of this tenancy? Is the landlord entitled to recover the filing fee for this application?

Background and Evidence

This tenancy commenced in 2008 when the tenants continued living there after a roommate vacated the rental unit. Monthly rent is currently set at \$619.00, payable on the first of each month. There is no security deposit for this rental unit.

The landlord entered into written evidence a copy of his October 27, 2010 One Month Notice to End Tenancy for Cause. In that Notice, requiring the tenant to end this tenancy by November 30, 2010, the landlord cited the following reasons for the issuance of the Notice:

Tenant or a person permitted on the property by the tenant has:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*
- *seriously jeopardized the health or safety or lawful right of another occupant or the landlord;*

- *put the landlord's property at significant risk.*

Tenant has engaged in illegal activity that has, or is likely to:

- *damage the landlord's property;*
- *adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord;*
- *jeopardize a lawful right or interest of another occupant or the landlord.*

Tenant has caused extraordinary damage to the unit/site or property/park.

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord entered into written evidence copies of letters, notes, invoices, and photographs that relate to his application. Included in this material was an October 4, 2010 letter from the Community Bylaws section of this municipality requiring the landlord to take action to comply with the municipality's Unsightly Premises Bylaw by October 22, 2010. This material also included an October 9, 2010 invoice for \$588.00 from a bin disposal company. This invoice was for the rental of a large disposal bin that the landlord had obtained to enable the tenants to deposit possessions and materials that the tenants needed to discard. The landlord provided sworn testimony that the photographs accurately reflect the unsightly condition of the rental premises. The landlord entered written evidence that the tenants have failed to remove the unsightly possessions from the outside of this rental unit as required by both the landlord and the municipality.

Analysis

Order of Possession

The tenant has not made application pursuant to section 47(4) of the *Act* within ten days of receiving the October 18, 2010 One Month Notice to End Tenancy for Cause. In accordance with section 47(5) of the *Act*, the tenant's failure to take this action within ten days led to the end of this tenancy on the effective date of the notice. In this case, this required the tenant to vacate the premises by November 30, 2010. As that has not occurred, I find that the landlord is entitled to an Order of Possession. The landlord requested an Order of Possession to take effect by the end of February 2011. I grant the landlord an Order of Possession to take effect at 1:00 o'clock in the afternoon on February 28, 2011. The landlord will be given a formal Order of Possession which must be served on the tenant(s). If the tenant(s) does not vacate the rental unit by that time, the landlord may enforce this Order in the Supreme Court of British Columbia.

Monetary Award

I am satisfied by the undisputed evidence submitted by the landlord that the landlord is entitled to a monetary award of \$588.00 for the landlord's costs of renting the disposal bin. To this amount, I add a monetary award of \$50.00 to allow the landlord to recover his filing fee for this application from the tenants.

Conclusion

The landlord is provided with a formal copy of an Order of Possession effective at one o'clock in the afternoon on February 28, 2011. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a monetary Order in the landlord's favour in the amount of \$638.00 which allows the landlord to recover his cost of renting and disposing of a disposal bin and his filing fee for this application.

The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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*.