



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPC, FF

Introduction

A substantial amount of documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by registered mail that was mailed on January 26, 2011, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for an Order of Possession, and a request that the respondent bear the \$50.00 cost of the filing fee that the applicant paid for the application for dispute resolution.

Background and Evidence

The applicant testified that:

- On September 13, 2010 the tenant was sent a breach letter because they tenants subtenant had a dog in the rental unit and pets are not allowed in the Mobile Home Park.
- The tenant failed to rectify the breach and therefore on October 6, 2010 the tenant was served with a one month Notice to End Tenancy for cause.

- The tenant failed to comply with that notice, and to date has also failed to rectify the breach.
- The tenant has taken steps to evict his subtenant, and it is our understanding that he now has an Order of Possession for March 31, 2011.
- If the subtenant does move out of the rental unit on March 31, 2011, they are willing to allow this tenancy to continue as long as no other dog is allowed back in the rental unit; however they are concerned that the respondent may not enforce the order possession, and therefore they want an Order of Possession against the respondent.

Analysis

The landlord served the tenant with a notice of a breach of the tenancy agreement requesting that the tenants rectify that breach however the tenant failed to rectify that breach.

The landlords have therefore served the tenant with a valid one month Notice to End Tenancy for clause and the tenant has filed no dispute of that notice. Therefore the tenant is deemed to have accepted the end of the tenancy.

The landlord therefore has the right to an Order of Possession based on that Notice to End Tenancy.

Conclusion

I have issued an Order of Possession for 1 p.m. on March 31, 2011 and I further ordered that the respondent bear the \$50.00 cost of the filing fee.

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: February 14, 2011.

Residential Tenancy Branch