

DECISION

Dispute Codes OPC, OPR, OPB, MND, MNDC, MNR, FF, CNC, FF, O

Introduction

This hearing dealt with cross applications from the tenant and landlord. The landlord was seeking an Order of Possession, a monetary order for unpaid utilities, compensation for damage to the unit, an Order to End Tenancy for Cause. The tenants were seeking an Order to Cancel the Notice to End Tenancy and seeking an order to have an amendment to their tenancy agreement regarding laundry.

Both parties gave affirmed testimony.

Issue(s) to be Decided

Whether either party is entitled to any of the above under the Act, regulation or tenancy agreement?

Background and Evidence

The rental unit is a house in Delta. The tenancy began on or about November 15, 2010. Rent in the amount of \$850.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$850.00 plus a \$450.00 pet deposit. The landlord served the tenant a One Month Notice to End Tenancy for Cause on January 31, 2011. The landlord's wife was present when it was personally served to the tenant. The landlord testified that the tenants were breaching the signed tenancy agreement of smoking in the house and not cleaning up after their pet and leaving the yard in an unreasonable state. The landlord also gave evidence that there was damage to the unit and a strong smell emanating from it. The landlord provided a monetary worksheet of estimated costs of cleaning if the tenants were to move out and estimates and averages of unpaid utility bills.

The tenants gave evidence that they were not served with the One Month Notice to End Tenancy for Cause until February 22, 2011. The tenants testified that they received the Notice of a Dispute Resolution Hearing by way of registered mail. They filed a cross

application the following day. They disputed the landlords testimony that they had been served in person and also that they had never smoked in the house or breach any material term of their tenancy agreement. The tenants gave evidence that they felt they were given unreasonable access to the laundry facilities that were part of their tenancy agreement.

Analysis

After hearing testimony from both parties I find the landlord did properly serve the tenant with the Notice to End Tenancy for Cause on January 31, 2011. The landlord has submitted oral and documentary evidence of a detailed and thorough account of the tenancy. Through the tenants own testimony they originally stated they did receive the notice on that day and were aware of it. The tenant also testified that they attended this office and made an application 23 days after receiving the notice and did not apply for more time to dispute the notice. This is well outside the allowable 10 days and they were unable to offer any reason for the delay. The Notice to End Tenancy for Cause is valid.

As for the monetary order sought by the landlord, I find he is premature in his application and dismiss his claim with leave to reapply.

Conclusion

The landlord is entitled to an Order of Possession. The tenants are to vacate the rental unit on or before 1:00pm on March 31, 2011.

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 01, 2011.

Residential Tenancy Branch