



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

**Dispute Codes:** OPC, MNDC, PSF, FF

## **Introduction**

This hearing dealt with 2 applications: i) by the landlord for an order of possession / and recovery of the filing fee; ii) by the tenant for a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement / an order instructing the landlord to provide services or facilities required by law / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

## **Issues to be decided**

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

## **Background and Evidence**

There is no written tenancy agreement in evidence for this tenancy which began several years ago. It appears that monthly rent is currently \$650.00. Recurring disputes between these parties have resulted in previous applications for dispute resolution.

The current dispute is reflected, in part, by the landlord's issuance of a 1 month notice to end tenancy for cause dated March 22, 2011. It appears that the notice was served in person on the tenant on that same date. A copy of the notice was submitted into evidence. Reasons shown on the notice for its issuance are as follows:

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

Tenant has not done required repairs of damage to the unit / site

While the tenant subsequently filed an application for dispute resolution, the application does not include an application to have the 1 month notice set aside.

The tenant's application includes a request for compensation in the amount of \$100.00, which appears to arise out of what the tenant claims is limited access to crawl space storage. The landlord testified that the tenant can have access, but only by way of requesting it through the landlord who has a key to the locked crawl space. The relevant history around the tenant's access to the crawl space is not at all clear.

Further, there is no conclusive information related to what historical understanding there may have been between the parties around even the provision of storage.

### **Analysis**

Based on the documentary evidence and testimony of the parties, I find that the tenant was served with a 1 month notice to end tenancy for cause dated March 22, 2011. The tenant did not file an application to dispute the notice within 10 days after receiving it. The tenant is therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the notice. Accordingly, I find that the landlord is entitled to an order of possession. During the hearing the landlord requested that the order of possession be effective May 31, 2011.

In view of the imminent end to tenancy, and in the absence of sufficient evidence, the tenant's application for a monetary order as compensation related to allegedly limited access to storage is hereby dismissed. For the same aforementioned reasons, the tenant's application for an order instructing the landlord in regard to the provision of storage is also hereby dismissed.

The applications by both parties to recover the filing fee are hereby dismissed.

### **Conclusion**

I hereby issue an order of possession in favour of the landlord effective not later than **1:00 p.m., Tuesday, May 31, 2011**. This order must be served on the tenants. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

All other aspects of the respective applications are hereby dismissed.

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*.

DATE: April 20, 2011

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Residential Tenancy Branch