



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

Some 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 June 3, 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 based on a Notice to End Tenancy that was given for cause and a request for recovery of the filing fee.

Background and Evidence

The applicant testified that:

- On April 22, 2011 he served the tenant a 1 month Notice to End Tenancy for cause that ended the tenancy on May 31, 2011.
- The tenant has filed no dispute of the notice nor has the tenant complied with the notice.
- He has not accepted any further rent from the tenant; however he has accepted money for use and occupancy only.

- The tenant continues to unreasonably disturb the other occupants of the rental property.

Therefore since the tenant refuses to vacate he requests an Order of Possession for June 30, 2011 and an order for recovery of his filing fee.

Analysis

When a tenant is served with a 1 month Notice to End Tenancy for cause, the tenant has 10 days to file a dispute of that notice and if he fails to do so he is conclusively deemed to have accepted the end of the tenancy.

Therefore since the tenant has not filed any dispute of this notice, and since the landlord has only collected money for use and occupancy only, the Notice to End Tenancy is still a valid notice and I will issue an Order of Possession to the landlord on the requested date.

I also allow the request for recovery of the filing fee.

Conclusion

I have issued an Order of Possession to the landlord for 1:00 p.m. on June 30, 2011 and have ordered that the tenant pay the landlord the \$50.00 filing fee. Should the tenant failed to pay the \$50.00 filing fee, the landlord may retain \$50.00 from the security deposit at the end of the tenancy to cover this 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: June 24, 2011.

Residential Tenancy Branch