

## **DECISION**

Dispute Codes      OPC, MND, MNDC, FF

### Introduction

This is an application filed by the Landlord for an order of possession resulting from a 1 month notice to end tenancy for cause, a monetary order request for damage to the unit, site or property, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend.

The Landlord states that the Tenant was served with the notice of hearing document and evidence documents by registered mail on November 17, 2011. The Landlord has submitted a copy of the Canada Post Registered Mail Receipt #RW649149193CA. I find that the Tenant has been properly served with the notice of hearing and is deemed to have received the notice 5 days later on November 22, 2011.

At the beginning of the hearing it was determined by the Landlord that she wished to withdraw the monetary portion of her application. As such, I dismiss the monetary portion of the application with leave to reapply.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

### Background and Evidence

This tenancy began on May 1, 2011 on a month to month basis as shown in the submitted copy of the signed tenancy agreement. The monthly rent is \$540.00 and is payable on the 1<sup>st</sup> of each month and a security deposit of \$270.00 was paid on May 7, 2011.

The Landlord is seeking an order of possession resulting from a 1 month notice to end tenancy for cause dated September 23, 2011. The Landlord states that it was served in person on the same day of September 23, 2011 on the Tenant. The notice displays an effective date of October 31, 2011. The Landlord states that the Tenant is still in possession of the rental unit as of the date of this hearing. The Landlord states in her

application that the Tenant is allowing an unreasonable number of occupants to live in the rental unit that are not listed as Tenants or Occupants. The Landlord also states that the Tenant has damaged property by smashing the patio door, the bedroom door and has made carvings on the walls. The Landlord states that this was learned when unknown occupants told her (the Landlord's Agent) that they were living in the rental unit with the Tenant. The Landlord states that notice to enter the premises was given to the Tenant to inspect the rental unit from which damage was discovered. The Landlord has submitted 16 photographs in evidence to support their claim.

### Analysis

I accept the Landlord's undisputed testimony and submitted documentary evidence that the Tenant was served with the notice of hearing documents and evidence by registered mail. I also accept that the Tenant was properly served with the 1 month notice to end tenancy for cause. Based upon the undisputed testimony of the Landlord, I find that the Landlord is entitled to an order of possession. The Tenant failed to apply for dispute resolution within 10 days upon receiving the 1 month notice to end tenancy for cause. The Tenant is presumed to accept the notice and must move out of the rental unit. As the effective date of the notice has passed the Tenant must comply with the order of possession within 2 days of having this order served on him. The Tenant must be served with the order of possession. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British and enforced as an order of that Court.

The Landlord is entitled to recovery of the \$50.00 filing fee. I order that the Landlord may retain \$50.00 from the security deposit of \$270.00 currently held in trust.

### Conclusion

The Landlord is granted an order of possession.  
The Landlord may retain \$50.00 from the security deposit.

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: December 02, 2011.

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Residential Tenancy Branch