



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: OPC, FF

### Introduction

This hearing was scheduled in response to the landlord's application for an order of possession / and recovery of the filing fee. Both parties attended the hearing and gave affirmed testimony.

During the hearing the tenants acknowledged that they received the 1 month notice to end tenancy for cause and that they did not file an application to dispute it. The tenants were intent on focusing on verbal assurances they claim to have received that the notice was erroneously served on them. However, the landlord confirmed that there was no such error. Further, the tenants appeared eager to make known their complaints about the condition and upkeep of the unit, rather than attending to the consequences of an undisputed notice to end tenancy.

### Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

The landlord issued a 1 month notice to end tenancy for cause dated February 19, 2012, which was served on the tenants at the unit on that same date, and which the tenants acknowledge receiving at the unit on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenants must vacate the unit is March 31, 2012. Reasons shown on the notice for its issuance are as follows:

Tenant has allowed an unreasonable number of occupants in the unit.

Tenant or a person permitted on the property by the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord
- put the landlord's property at significant risk

The tenants did not dispute the landlord's testimony which is that the tenants still presently reside in the unit.

### Analysis

Based on the documentary evidence and testimony of the parties, I find that the tenants were served with a 1 month notice to end tenancy for cause dated February 19, 2012. The tenants did not apply to dispute the notice within the 10 day period available for doing so after service. The tenants are 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 has established entitlement to an order of possession.

As the landlord has succeeded with this application, I find that the landlord has also established entitlement to recovery of the filing fee. Accordingly, I grant the landlord a monetary order in the amount of \$50.00.

### Conclusion

I hereby issue an order of possession in favour of the landlord effective two (2) days after service on the tenants. 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.

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of \$50.00. This order may be served on the tenants, filed in the Small Claims Court and enforced as an order of that Court.

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: April 05, 2012.

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Residential Tenancy Branch