



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC OPB FF

Introduction

This hearing dealt with a landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") to obtain an order of possession for cause and tenants breaching an agreement with landlord; and to recover the filing fee.

The landlord appeared at the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

The landlord testified that the tenants were served the Notice of a Dispute Resolution Hearing on June 9, 2012, by personal service. The landlord states that he served tenants ES and TH at approximately 8:00 p.m. on June 9, 2012 at the rental unit. The tenants did not attend the hearing. I find that the tenants were served with the Notice of a Dispute Resolution Hearing in accordance with the *Act*.

Issue(s) to be Decided

- Should the landlord be granted an order of possession for cause and for tenants breaching an agreement with the landlord?
- Should the landlord recover the filing fee?

Background and Evidence

The landlord affirmed that a month to month tenancy agreement began on May 1, 2012. Rent was due on the first day of each month in the amount of \$650.00. The tenants paid \$324.00 as a security deposit at the start of the tenancy.

The landlord confirmed service of the 1 Month Notice to End Tenancy For Cause (the "Notice") dated May 28, 2012, by personal service on May 28, 2012 with an effective date of June 30, 2012. The landlord testified that he served tenant TH on May 28, 2012 at the rental unit at approximately 5:00 p.m. with the Notice.

The landlord stated that he did not believe the tenants disputed the Notice. The landlord stated that one of the tenants laughed at him when he served the Notice stating that they could live there for several months and used rude language with the landlord.

The landlord provided copies of the Notice as evidence for this proceeding. The landlord submitted subsequent late evidence which was not considered in this Decision.

Analysis

Order of possession - I find that the tenants were served with the Notice on May 28, 2012, and did not dispute the Notice within 10 days of receiving the Notice. The tenants are conclusively presumed pursuant to section 47 of the *Act*, to have accepted that the tenancy ends on the effective date of the Notice. Accordingly, **I grant the landlord an order of possession effective June 30, 2012 at 1:00 p.m.**

The landlord is holding a security deposit of \$324.00 which was paid by the tenants in May 2012, and includes \$0.00 in interest since that date.

The landlord has succeeded with their application; therefore I award recovery of the **\$50.00** filing fee.

Conclusion

I grant the landlord an order of possession effective June 30, 2012 at 1:00 p.m.

This order must be served on the tenants and may be enforced in the Supreme Court of British Columbia.

I find that the landlord has established a total monetary claim of \$50.00 for recovery of the filing fee. I order that the landlord retain **\$50.00** from the security deposit in full satisfaction of the claim, leaving a balance of \$274.00 remaining as the security deposit, to be dealt with in accordance with the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 27, 2012

Residential Tenancy Branch