



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 convened by way of conference call in repose to the landlord's application for an Order of Possession for cause and to recover the filing fee from the tenant for the cost of this application.

The tenant and landlord attended the conference call hearing, gave sworn testimony. The landlord and tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for cause?

Background and Evidence

Both parties agree that this month to month tenancy started on January 31, 2011. Rent for this unit is \$2,100.00 per month and is due on the first day of each month in advance.

The landlord testifies that the tenant was served with a One Month Notice to End Tenancy on May 04, 2012. This Notice has an effective date of June 29, 2012 and gives the following reasons to end the tenancy:

- 1) The tenant is repeatedly late paying rent.
- 2) The tenant has allowed an unreasonable number of occupants in the unit
- 3) The tenant or a person permitted on the residential property by the tenant has
 - (ii) Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant,
- 4) The tenant has assigned or sublet the rental unit without the landlords' written consent.

The tenant has not disputed this notice within the allowable 10 days after the Notice was deemed to have been served. The tenant testifies that the landlord's allegations on the Notice are false. The tenant testifies that she was out of town when the landlord sent the Notice and when she returned she went to dispute the Notice however the tenant found she was a day late to file her claim.

Analysis

I refer the parties to s. 47 of the *Residential Tenancy Act (Act)* that states:

(4) A tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.

(5) If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant

(a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and

(b) must vacate the rental unit by that date.

The landlord has given an effective date on the Notice of June 29, 2012 however a Notice must give one clear month and therefore the effective date of the Notice is amended to June 30, 2012 pursuant to s.53 of the *Act*.

Conclusion

I HEREBY ISSUE an Order of Possession in favour of the landlord effective on June 30, 2012. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord is entitled to be reimbursed for the **\$50.00** cost of filing this application. I order that the landlord retain this amount from the security deposit of \$1,000.00 leaving a balance of \$950.00 which must be returned to the tenant or otherwise dealt with in compliance with section 38 of the *Act*.

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 14, 2012.

Residential Tenancy Branch