



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNR, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking an order of possession, a monetary order for unpaid rent and to recover the filing fee for the application.

The tenants did not appear at the telephone conference call hearing.

The landlord appeared and gave affirmed testimony.

The landlord said that she served the Application for Dispute Resolution and Notice of Hearing (the "hearing package") by personal delivery on July 3, 2012.

I find the tenants were served in a manner complying with section 89 of the Residential Tenancy Act and the hearing proceeded in the tenants' absence.

The landlord was provided the opportunity to present her evidence orally and to review documentary evidence.

Preliminary issue-The landlord stated that she has now been paid the monthly rent for July and no longer sought a monetary order for unpaid rent. As a result, I amended her application excluding a request for \$750.00.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for the rental unit and to recover the filing fee?

Background and Evidence

The landlord said that she lost her copy of the tenancy agreement, but stated that this tenancy began on or about May 24, 2011, monthly rent is \$750.00 and the tenants paid

a security deposit at the beginning of the tenancy, which, according to the landlord she has already returned to the tenants as an incentive to vacate the rental unit.

The landlord submitted evidence that she served the tenants a 1 Month Notice to End Tenancy for Cause (the "Notice"), dated May 18, 2012, via personal delivery on that date, listing an effective end of tenancy on June 30, 2012.

The Notice explains that the tenants had ten days to dispute the Notice. It also explains that if the tenants do not file an Application to Dispute the Notice within ten days, then the tenants are conclusively presumed to have accepted the end of the tenancy and must vacate the rental unit by the effective date of the Notice.

The causes as stated on the Notice alleged that the tenant is repeatedly late in paying rent, has allowed an unreasonable number of occupants in the rental unit, tenant significantly interfered with or unreasonably disturbed another occupant or the landlord, seriously jeopardized the health or safety or lawful right of another occupant or the landlord, adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord, put the landlord's property at significant risk, has engaged in illegal activity that has or is likely to damage the landlord's property, adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord, or jeopardized a lawful right or interest of another occupant or the landlord, has breached a material term of the tenancy agreement which was not corrected within a reasonable time after written notice to do so and has assigned or sublet the rental unit without the landlord's consent.

The landlord's relevant evidence included copies of multiple 1 Month Notices to End Tenancy for Cause previously issued by the landlord to the tenants, including the Notice dated May 18, 2012.

Analysis

Based on the foregoing testimony and evidence, and on a balance of probabilities, I find as follows:

I have reviewed all the evidence and accept that the tenants have been served with the notice to end tenancy as declared by the landlord. I find the Notice was deemed received by the tenants on the date it was issued, May 18, 2012 and I no evidence before me that the tenants filed to dispute the Notice within 10 days of receiving the Notice.

Based on the foregoing, I find the tenants are conclusively presumed under section 47(5) of the Act, to have accepted that the tenancy ended on the effective date of the Notice and must move out of the rental unit.

Conclusion

I find that the landlord is entitled to an order of possession effective two days after service on the tenants, which I have enclosed with the landlord's Decision.

This order is a legally binding, final order, and may be filed in the Supreme Court of British Columbia should the tenants fail to comply with this order of possession by vacating the rental unit.

I find that the landlord is entitled to recovery of the filing fee of \$50.00 and I therefore award them a monetary order in the amount of \$50.00.

The monetary order is enclosed with the landlord's Decision. This order is a legally binding, final order, and may be filed in the Provincial Court of British Columbia (Small Claims) should the tenants fail to comply with this monetary order.

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: July 19, 2012.

Residential Tenancy Branch