



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.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, and served to the tenant in person on October 25, 2012.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

Are the landlords entitled to an Order of Possession for cause?

Background and Evidence

The landlord testifies that the tenant has damaged the landlord property by painting a fridge black and then covering this over with white and green paint and painting words all over the fridge. The tenant then proceeded to put the fridge out in the hall. The

tenant told the landlord the fridge did not work but when the landlord tested the fridge he found it to be working. The landlord testifies that the tenant has also painted a seating area in the public wash room silver, the tenant has painted the transom over the tenants door black and has split paint on the flooring, the tenant has painted a window with white paint and painted a closet door and cupboard black. The tenant has also changed the locks without permission. The landlord has provided photographic evidence of this damage to the landlord's property

The landlord states in light of the tenants actions they served the tenant with a One Month Notice to End Tenancy on October 08, 2012 in person. This Notice has an effective date of November 30, 2012 and gave the following reasons to end the tenancy:

- 1) *The tenant or a person permitted on the residential property by the tenant has;*
 - (i) *Put the landlords property at significant risk*
- 2) *The tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that has;*
 - (i) *Damaged the landlords property*

The landlord states as the tenant has not disputed the One Month Notice to End Tenancy the tenant has therefore accepted that the tenancy must end. The landlord therefore seeks an Order of Possession to take effect as soon as possible.

Analysis

The tenant did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlords documentary evidence and sworn testimony before me.

When a tenant is served with a One Month Notice to End Tenancy the tenant is provided with information on page two of that Notice about how the tenant can dispute the Notice by filing an application for Dispute Resolution. The landlord has provided a copy of this Notice served upon the tenant on October 08, 2012. The tenant has not disputed the One Month Notice within the 10 allowable days as indicated on page two of the Notice.

Consequently, as the tenant did not file an application to dispute the Notice the tenant is presumed to have accepted the end of the tenancy pursuant to s. 47 (5) of the *Act* and the landlord is therefore entitled to an Order of Possession pursuant to s. 55 of the *Act*.

Conclusion

I HEREBY ISSUE an Order of Possession in favour of the landlord effective **two days after service** on the tenant. 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 the **\$50.00** cost of filing this application. I order that the landlord retain this amount from the security deposit of \$225.00 leaving a balance \$175.00 which must be returned to the tenant or otherwise dealt with in compliance with section 38 of the *Act*.

Dated: November 30, 2012.

Residential Tenancy Branch