



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0773184 BC LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, FF

### Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") for an order of possession for the rental unit due to alleged cause and to recover the filing fee.

The landlord appeared at the hearing; the tenant did not appear at the telephone conference call hearing.

The landlord testified that he served the tenant with their Application for Dispute Resolution and Notice of Hearing (the Hearing Package) by leaving it with the tenant on June 6, 2013.

I find the tenant was served notice of his hearing in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

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

### Background and Evidence

The landlord gave evidence that this tenancy began prior to 2006, when his corporation bought the residential property and that monthly rent was \$319.

The landlord said that the rental unit was on a single room occupancy basis.

The landlord testified that he served the tenant with a 1 Month Notice to End Tenancy for Cause (the "Notice"), dated April 30, 2013, by leaving it with the tenant on that date, listing an effective end of tenancy of May 31, 2013.

The Notice explained that the tenant had ten days to dispute the Notice. It also explained that if the tenant did not file an application for dispute resolution to dispute the Notice within ten days, then the tenant is 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 has 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, and has engaged in illegal activity that has or is likely to damage the landlord's property.

The landlord's relevant evidence included his testimony regarding the state of the rental unit and the notices from the City of Vancouver ordering the landlord to clean up his room.

I have no evidence before me that the tenant has filed an application for dispute resolution to dispute the Notice.

### Analysis

Based on the oral and written evidence and on a balance of probabilities, I find as follows:

The tenant did not apply to dispute the Notice and is therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective vacancy date of the Notice.

I therefore find that the landlord is entitled to an order of possession for the rental unit effective two days after service of the order upon the tenant.

I also find the landlord is entitled to recovery of the filing fee of \$50.

### Conclusion

I grant the landlord a final, legally binding order of possession for the rental unit, which is enclosed with the landlord's Decision. Should the tenant fail to vacate the rental unit pursuant to the terms of the order after being served with the order, this order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

I grant the landlord a final, legally binding monetary order in the amount of \$50, which I have enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

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* and is being mailed to both the applicant and the respondent.

Dated: June 20, 2013

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Residential Tenancy Branch

