



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC OPB MND MNDC 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 due to the tenants breaching an agreement with landlord, for a monetary order for damage to the unit, site or property, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

The agent/property manager for the landlord (the "agent") appeared at the teleconference hearing and gave affirmed testimony. During the hearing the agent 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.

As the tenants did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice") was considered. The agent testified the Notice was served on the tenants by registered mail on June 13, 2013. The landlord provided a registered mail tracking number in evidence and confirmed that the names of the tenants and address matched the name of the tenants and the rental unit address. The agent confirmed that the tenants continue to occupy the rental unit. Documents sent by registered mail are deemed served five days after mailing under the *Act*. The agent confirmed that the registered mail package was not returned to the landlord. I find the tenants were duly served on the fifth day after mailing, in accordance with the *Act*, as of June 18, 2013.

Preliminary and Procedural Matter

The agent for the landlord requested to withdraw the monetary portion of their claim and proceed with the landlord's application for an order of possession and recovery of the filing fee only. As this request does not prejudice the tenants, the agent's request was granted. As a result, the landlord has leave to reapply for their monetary claim. I note

that by withdrawing their monetary claim, this does not extend any timelines under the *Act*.

Issue to be Decided

- Is the landlord entitled to an order of possession for cause and for tenants breaching an agreement with the landlord under the *Act*?

Background and Evidence

The agent affirmed that a month to month tenancy agreement began on March 1, 2013. Rent is due on the first day of each month in the amount of \$750.00. The tenants paid \$375.00 as a security deposit at the start of the tenancy, which the landlord continues to hold.

The agent confirmed service of the 1 Month Notice to End Tenancy For Cause (the "Notice") dated May 16, 2013, by personal service on May 16, 2013 at the rental unit, and with an effective vacancy date of June 30, 2013. The tenants did not dispute the Notice.

The landlord provided copies of the Notice, and a letter from a witness as evidence for this proceeding.

Analysis

Order of possession - I find that the tenants were served with the Notice on May 16, 2013, and did not dispute the Notice within 10 days of receiving the Notice. Therefore, **I find** the tenants are conclusively presumed pursuant to section 47 of the *Act*, to have accepted that the tenancy ended on the effective vacancy date of the Notice, June 30, 2013. Accordingly, **I grant** the landlord an order of possession **effective two (2) days** after service on the tenants.

The landlord is holding a security deposit of \$375.00 which was paid by the tenants at the start of the tenancy. As the landlord's claim had merit, **I grant** the landlord the recovery of the **\$50.00** filing fee. **I authorize** the landlord to retain \$50.00 from the tenants' security deposit, in full satisfaction of the recovery of the landlord's filing fee, leaving the tenants' security deposit balance in the amount of \$325.00.

Conclusion

I grant the landlord an order of possession effective two (2) days after service on the tenants. This order must be served on the tenants and may be enforced in the Supreme Court of British Columbia.

I grant the landlord the recovery of the \$50.00 filing fee. I authorize the landlord to retain \$50.00 from the tenants' security deposit, in full satisfaction of the recovery of the landlord's filing fee, leaving the tenants' security deposit balance in the amount of \$325.00.

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: July 11, 2013

Residential Tenancy Branch

