



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, MNR, MND and FF

### Introduction

This hearing was convened on the landlord's application of July 19, 2013 for an Order of Possession pursuant to a Notice to End Tenancy for cause served in person on June 30, 2013. The landlord also sought a monetary award for unpaid rent, damage to the rental unit and recovery of the filing fee for this proceeding from the tenant.

### Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to an Order of Possession in support of the Notice to End Tenancy, the monetary award requested, and recovery of the filing fee for this proceeding.

### Background and Evidence

This tenancy began on October 31, 2011. Rent is \$600 per month and the landlord holds a security deposit of \$300.

During the hearing, the landlord submitted into evidence two witness letters and a number of photographs in support of the Notice to End Tenancy. The notice cited allowing an unreasonable number of occupants, significant disturbance of other occupants or the landlord, placing the property at risk, damage, and failure to do required repairs.

He also gave uncontested evidence that the tenant's rent is currently in arrears by \$300 with September rent due in a few days.

### Analysis

Section 47(5) and (6) of the *Act* provides that a tenant may make an application to dispute a Notice to End Tenancy for cause within 10 days of receipt of the notice; otherwise, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the notice and must vacate the rental unit by that date.

I find that the tenant has not made application to contest the Notice to End Tenancy of June 30, 2013 and she is, therefore, conclusively presumed to have accepted that the tenancy ended on the effective date which was July 31, 2013.

However, the landlord stated that he would agree to continue the tenancy until September 30, 2013 provided the tenant promised to pay the \$300 rent arrears and to pay the September rent on time.

On the tenant's promise to meet those terms, I find that the landlord is entitled to an Order of Possession to take effect at 1 p.m. on September 30, 2013.

As the hearing took place a few days before the first of the month, I cannot grant a Monetary Order for September rent as it is not yet due. Similarly, I cannot make an award for damage as the tenant has until the end of the tenancy to clean and do repairs.

However, I find that the landlord is entitled to a Monetary Order for the rent arrears of \$300 and to recover the \$50 filing fee for this proceeding.

The landlord remains at liberty to make a further application for any damage or losses as may be ascertained when the tenancy has ended.

### Conclusion

The landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia, to take effect at 1 p.m. on September 30, 2013.

The landlord's copy of this decision is also accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$350 for service on 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*.

Dated: August 26, 2013

---

Residential Tenancy Branch

