



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPC, MNR, MNDC, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession pursuant to a Notice to End Tenancy for Cause - Section 47
2. A Monetary Order for unpaid rent – Section 67;
3. A Monetary Order for compensation – Section 67; and
4. An Order to recover the filing fee – Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

The tenancy began on an unknown date prior to the purchase of the unit by the Landlord in 2009. The Landlord has no copy of a written tenancy agreement. The Landlord is holding \$900.00 as a security deposit. Rent of \$1,900.00 has been payable

monthly on the first day of each month until June 1, 2013 when a monthly rent increase of \$72.00 came into effect raising the rent to \$1,972.00. The Tenant failed to pay the increase since it came into effect and the Landlord claims unpaid rent of \$216.00 for June, July and August 2013(\$72.00 x 3).

The Landlord states that the Tenant is required to maintain the lawn and has done so since 2009 but for the past several months failed to maintain the lawn and accumulated construction materials under the open carport. On June 13, 2013 the Landlord received an order from the City to cut the grass and remove discarded material on the unit property by June 27, 2013. The Tenant refused to cut the grass or remove the articles so the Landlord carried out the work. The Landlord claims \$500.00.

On June 27, 2013, the Landlord served the Tenant with a 1 Month Notice to End Tenancy for Cause (the "Notice") by posting the Notice on the door. The Notice has an effective date of July 31, 2013. The Tenant has not filed an application to dispute the Notice and has not moved out of the unit.

### Analysis

Section 47 of the Act provides that upon receipt of a Notice to end Tenancy for Cause, the tenant may, within ten days of receiving the notice, dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If the tenant does not dispute the Notice, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the notice and must vacate the unit by that date.

Based on the Landlord's evidence I find that the Tenant was served with the Notice and I find the Notice to be valid. The Tenant has not filed an application to dispute the notice and must vacate the unit. Given these facts, I find that the Landlord is entitled to an **Order of Possession**.

Based on the Landlord's undisputed evidence of the Tenant's failure to pay the rent increase, I find that the Landlord has substantiated a monetary entitlement to **\$216.00** for unpaid rent. Further based on the Landlord's undisputed evidence, I accept that there is an oral tenancy agreement that includes the maintenance of the property by the Tenant and that the Tenant failed to cut the lawn and weeds and remove articles from under the carport as required by the City order. The Landlord is therefore entitled to compensation for the costs of grass cutting and removal work in the amount of **\$500.00**. As the Landlord has been successful with its application I find that the Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$766.00**. I order the Landlord to retain this amount from the security deposit.

#### Conclusion

**I grant** an Order of Possession to the Landlord. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

**I order** the Landlord to retain \$766.00 from the security deposit of \$900.00 in full satisfaction of the claim.

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 15, 2013

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Residential Tenancy Branch

