



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed on May 27, 2014, by the Landlords to obtain an Order of Possession for cause and to recover the cost of the filing fee from the Tenants for this application.

The Landlords were represented by their agent (hereinafter referred to as Landlord) at the scheduled teleconference hearing to submit the merits of their application. Therefore, for the remainder of this decision, terms or references to the Landlord(s) importing the singular shall include the plural and vice versa.

The Landlord provided affirmed testimony that each Tenant was served with copies of the Landlords' application for dispute resolution and Notice of dispute resolution hearing on May 29, 2014, when they were posted to the door. D. C. was also personally served notice of this proceeding on the same day. Based on the submissions of the Landlord I find each Tenant was sufficiently served notice of this proceeding in accordance with section 89 of the Act. Accordingly, I proceeded in the Tenants' absence.

Issue(s) to be Decided

Have the Landlords proven entitlement to an Order of Possession?

Background and Evidence

The Landlord testified that the parties entered into a written tenancy agreement that began in approximately October 2013. Rent is payable on the first of each month in the amount of \$1,200.00 and the Tenants paid \$400.00 as the security deposit. Sometime during this tenancy the Tenants allowed their mother-in-law, D.C. to occupy the rental unit. D.C. paid rent starting in February 2014 and the Landlords would accept whatever she gave them as full payment of rent. Sometimes she paid \$700.00 and other she would pay \$800.00.

The Landlord said after receiving complaints from the municipality, the police, and fire departments, they personally served the Tenants with a 1 Month Notice for cause on April 1, 2014. The Landlords recognized that the effective date would automatically correct o May 31, 2014, but stated that Tenant, D.C. is still occupying the rental unit. The Tenants did not file to dispute the Notice.

The 1 Month Notice was issued pursuant to Section 47(1) of the Act for the following reasons:

- Tenant or a person permitted on the property by the tenant has:
 - Significantly interfered with or unreasonable disturbed another occupant or the landlord
 - Put the Landlord's property at significant risk
- Tenant has engaged in illegal activity that has or is likely to
 - Damage the landlord's property
 - Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord
 - Jeopardize a lawful right or interest of another occupant or the landlord

The Landlords are seeking an Order of Possession for as soon as possible.

Analysis

Given the evidence before me, in the absence of any evidence from the Tenants who did not appear despite being properly served with notice of this proceeding, I accept the undisputed version of events as discussed by the Landlord and corroborated by their evidence.

Upon review of the 1 Month Notice to End Tenancy issued April 1, 2014, I find the Notice was served upon the Tenants in a manner that complies with the Act. The effective date of the Notice was automatically corrected to **May 31, 2014**, in accordance with section 53 of the Act.

Section 47(4) of the Act stipulates that a tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.

In this case the Tenants would have had to file their application for dispute no later than April 11, 2014. At the time the Landlords filed their application for an Order of Possession on May 27, 2014, the Tenants had not made application to dispute the 1 Month Notice.

Section 47(5) of the Act stipulates that if a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant (a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and (b) must vacate the rental unit by that date. Accordingly, I award the Landlords an Order of Possession.

The Landlords have succeeded with their application; therefore I award recovery of the **\$50.00** filing fee.

Conclusion

The Landlords have been granted an Order of Possession effective **2 Days upon Service** to the Tenants. This Order is legally binding and must be served upon the Tenants. In the event that the Tenants do not comply with this Order it may be filed with the Province of British Columbia Supreme Court and enforced as an Order of that Court.

The Landlords may withhold the one time award of **\$50.00** from the security deposit currently held in trust, as full recovery of their filing fee.

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: June 06, 2014

Residential Tenancy Branch

