



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Li-Car Management Group
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession. Although served with the Application for Dispute Resolution and Notice of Hearing actually received by registered mail on January 21, 2015, the tenants did not appear.

Issue(s) to be Decided

Is the landlord entitled to an order of possession and, if so, on what terms?

Background and Evidence

This month-to-month tenancy commenced July 2, 2014. The monthly rent of \$800.00 was due on the first day of the month. The tenants paid a security deposit of \$400.00.

On October 24 the landlord issued and served the tenants with a 1 Month Notice to End Tenancy for Cause. The effective date of the notice was November 30. The tenants have not disputed the notice by filing and serving an application for dispute resolution.

The tenants paid the December, January and February rents in full. The landlord has provided the tenants with a receipt for each payment that is clearly marked "for use and occupancy only".

The landlord's witnesses gave details about the tenants' behaviour which is extremely upsetting and disturbing to the neighbours – to the point that the neighbours are threatening to file an application for dispute resolution against the landlord for loss of quiet enjoyment.

The landlord's witnesses testified that they accepted the February rent only because they could not predict the outcome of today's hearing but that, for the reasons referred to above, they would like this tenancy to end as soon as possible.

Analysis

Based on the evidence presented by the landlord I find that the tenants were served with a 1 Month Notice to End Tenancy for Cause, did not file an application to dispute the notice, and pursuant to section 47(5) of the Residential Tenancy Act are conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Accordingly, I find that the landlord is entitled to an order of possession.

Based upon the seriousness of the behaviour described by the landlord I order that the order of possession be effective two days after service.

If the tenants vacate the rental unit before the end of February the landlord must give the tenants credit for that portion of the February rent.

As the landlord was successful on its' application it is entitled to reimbursement from the tenants of the \$50.00 it paid to file this application. Pursuant to section 72, that amount may be deducted from the security deposit held by the landlord.

Conclusion

An order of possession effective two days after service has been granted to the landlord. If necessary, this order may be filed in the Supreme Court and enforced as an order of that court.

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: February 03, 2015

Residential Tenancy Branch

