



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNDC, FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the Residential Tenancy Act ("Act"). The landlord applied for an order of possession for the rental unit due to alleged cause, a monetary order for money owed or compensation for damage or loss and for recovery of the filing fee paid for this application.

The landlord's agent (hereafter "landlord") and his spouse attended the telephone conference call hearing; the tenants did not attend.

The landlord testified that they served each tenant with their application for dispute resolution and notice of hearing by leaving the documents with each tenant on May 1, 2015.

Based upon the submissions of the landlord, I find the tenants were served notice of this hearing and the landlord's application in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenants' absence.

The landlord was provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Is the landlord entitled an order of possession for the rental unit, monetary compensation, and to recovery of the filing fee paid for this application?

Background and Evidence

The landlord submitted that this tenancy began on April 1, 2010, and the current monthly rent is \$920.00.

The landlord submitted that he served the tenants a 1 Month Notice to End Tenancy for Cause ("Notice") on March 30, 2015, by leaving it with the tenants. The Notice listed an effective vacancy date of April 30, 2015.

The cause listed on the Notice alleged that the tenants significantly interfered with or unreasonably disturbed another occupant or the landlord.

The Notice explained that the tenants had ten (10) days to file an application for dispute resolution at the Residential Tenancy Branch ("RTB") in dispute of the Notice. It also explains that if the tenants did not file an application to dispute the Notice within ten days, then the tenants are conclusively presumed to have accepted the end of the tenancy and must vacate the rental unit by the effective date of the Notice.

The landlord submitted that the tenants have not vacated the rental unit.

As to the landlord's monetary claim of \$576.00, the landlord stated that these sums were from various small loans he had made to the tenants during the tenancy, as well as for laundry tokens. The landlord's documentary evidence showed the tenants each made a \$40.00 deduction from a monthly rent payment.

The landlord's relevant documentary evidence included a copy of the Notice.

I have no evidence before me that the tenants made an application to dispute the Notice.

Analysis

I accept the landlord's undisputed evidence that the tenants were served a 1 Month Notice to End Tenancy for Cause and did not apply to dispute the Notice within ten days of service or at all. I therefore find the tenants are conclusively presumed under section

47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice and that the landlord is entitled to an order of possession for the rental unit effective two (2) days after service of the order upon the tenants.

I grant the landlord a final, legally binding order of possession for the rental unit, which is enclosed with the landlord's Decision, pursuant to section 55 of the Act. If the tenants fail to vacate the rental unit pursuant to the terms of the order after being served, the order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court. The tenants are advised that costs of such enforcement are recoverable from the tenants.

I note that I did consider Section 11 of the Residential Tenancy Guidelines as to whether or not the landlord may have reinstated the tenancy by accepting rent payments after the effective date of the Notice and find that they did not. As the landlord did not cancel this hearing, I do not consider his conduct to have led the tenants to believe the tenancy was reinstated.

As to the landlord's monetary claim, I find that portion of the landlord's application is unrelated to the primary issue of requesting an order of possession for the rental unit based upon a 1 Month Notice to End Tenancy for Cause. As a result, pursuant to section 2.3 of the Residential Tenancy Branch Rules of Procedure, I have severed the landlord's Application and dismissed that portion of the landlord's application requesting monetary compensation, **with leave to reapply**.

The landlord was informed that recovery of small, personal loans made to tenants would most likely not be compensable under the Act, as these are not covered in the tenancy agreement or could be considered a violation of the Act. The matter of the alleged unpaid rent would be a matter for a future dispute resolution proceeding, if the landlord so chooses.

I grant the landlord recovery of their filing fee of \$50.00, pursuant to section 72(1) of the Act and grant the landlord a final, legally binding monetary in the amount of \$50.00, which is enclosed with the landlord's Decision.

Should the tenants fail to pay the landlord this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The tenants are advised that costs of such enforcement are recoverable from the tenants.

Conclusion

The landlord's application for an order of possession for the rental unit and recovery of the filing fee is granted.

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: May 15, 2015

Residential Tenancy Branch

