



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This hearing was convened by way of conference call concerning an application made by the landlords for an Order of Possession for cause.

Both landlords attended the hearing and one of the landlords gave affirmed testimony. However, despite being served with the Landlord's Application for Dispute Resolution and notice of this hearing personally on April 13, 2015, no one for the tenant attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participants who joined the call were the landlords. The landlord testified that the tenant was served on that date personally by him, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence and testimony provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Are the landlords entitled under the *Residential Tenancy Act* to an Order of Possession for cause?

Background and Evidence

The landlord testified that this month-to-month tenancy began on October 8, 2011 and believes the tenant still resides in the rental unit. Rent in the amount of \$400.00 per month is payable on the 24th day of each month under the tenancy agreement which is paid to the landlords monthly directly from a government ministry, and there are no rental arrears. At the outset of the tenancy the landlords collected a security deposit from the tenant in the amount of \$200.00 which is still held in trust by the landlords and

no pet damage deposit was collected. A copy of the tenancy agreement has been provided.

The landlord further testified that he served the tenant with a 1 Month Notice to End Tenancy for Cause on February 15, 2015 personally. A copy of the notice has been provided and it is dated February 15, 2015 and contains an effective date of vacancy of March 31, 2015. The reasons for issuing the notice are:

- Tenant has allowed an unreasonable number of occupants in the unit/site;
- Tenant has engaged in illegal activity that has, or is likely to:
 - jeopardize a lawful right or interest of another occupant or the landlord;
- Tenant has not done required repairs of damage to the unit/site.

The landlord further testified that the landlords had cause to issue the notice.

The landlords have not been served with an application for dispute resolution by the tenant disputing the notice.

The landlords seek an Order of Possession.

Analysis

The *Residential Tenancy Act* states that once a tenant is served with a 1 Month Notice to End Tenancy for Cause, the tenant has 10 days to dispute the notice. If the tenant doesn't dispute it, the tenant is conclusively presumed to have accepted the end of the tenancy and must move out of the rental unit.

I accept the oral testimony of the landlord that he personally handed the notice to the tenant on February 15, 2015 and that the landlords have not been served with an application for dispute resolution by the tenant disputing the notice. I have reviewed the notice and I find that it is in the approved form and contains information required by the *Act*. The tenant did not dispute the notice and I find that the tenant is conclusively presumed to have accepted the end of the tenancy, but has not moved out of the rental unit by the effective date of vacancy. Therefore, I grant an Order of Possession in favour of the landlords on 2 days notice to the tenant.

I leave it to the parties to deal with the security deposit in accordance with the *Residential Tenancy Act*, however, since the landlords have been successful with the application, the landlords are also entitled to recovery of the \$50.00 filing fee, which I order be withheld from the security deposit.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlords on 2 days notice to the tenant.

I further order the parties to deal with the security deposit in accordance with the *Residential Tenancy Act*, except that I order the landlords to keep \$50.00 of the security deposit as recovery of the filing fee for the cost of this application.

These orders are final and binding and may be enforced.

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 20, 2015

Residential Tenancy Branch

