



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Grand Union Holdings Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, MNDC, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the landlord's agent and both tenants.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for cause; to a monetary order for rent; and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 47, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord could not provide information as to when the tenancy began but the tenants testified the tenancy began in October 2013 with just the female tenant and the male tenant moved into the rental unit in February 2014. The parties agreed the monthly rent is \$600.00 due on the 1<sup>st</sup> of each month with a security deposit of \$300.00 paid.

The landlord submitted into evidence a copy of a 1 Month Notice to End Tenancy for Cause issued on February 27, 2015 with an effective vacancy date of March 31, 2015 citing there are an unreasonable number of occupants in the rental unit; the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property; the tenant has caused extraordinary damage to the rental unit or residential property; the tenant has not repaired damage to the rental unit.

The tenants confirmed that they received the Notice and did not dispute the Notice within 10 days of receiving it. They submit they did not vacate the rental property because the landlord kept cashing the rent cheques sent directly from the Ministry of Social Development and Social Innovation to the landlord.

The landlord testified that he returned the last cheque he received from the Ministry and has received no rent for the month of May 2015.

### Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if one or more of the following applies:

- a) The tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement;
- b) The tenant is repeatedly late paying rent;
- c) There are an unreasonable number of occupants in a rental unit;
- d) The tenant or a person permitted on the residential property by the tenant has
  - i. Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
  - ii. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
  - iii. Put the landlord's property at significant risk;
- e) The tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that
  - i. Has caused or is likely to cause damage to the landlord's property,
  - ii. Has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
  - iii. Has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- f) The tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to the rental unit or residential property;
- g) The tenant does not repair damage to the rental unit or other residential property, as required under section 32(3), within a reasonable time;
- h) The tenant
  - i. Has failed to comply with a material term, and
  - ii. Has not corrected the situation within a reasonable time after the landlord gives written notice to do so;
- i) The tenant purports to assign the tenancy agreement or sublet the rental unit without first obtaining the landlord's written consent as required by section 34;
- j) The tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property;
- k) The rental unit must be vacated to comply with an order of a federal, British Columbia, regional or municipal government authority;
- l) The tenant has not complied with an order of the director within 30 days of the later of the following dates:
  - i. The date the tenant receives the order;
  - ii. The date specified in the order for the tenant to comply with the order.

Section 47(4) allows a tenant who receives a notice under Section 47 to apply to dispute the notice within 10 days of receiving it. Section 47(5) states that if a tenant does not file an Application for Dispute Resolution seeking to cancel such a notice the tenant is conclusively presumed to have accepted the end of the tenancy and must vacate the unit by the effective date of the notice.

As the tenants confirmed that they did not dispute the 1 Month Notice to End Tenancy for Cause I find, pursuant to Section 47(5) the tenants are deemed to have accepted the end of the tenancy and must vacate the rental unit.

I also find, based on the landlord's testimony that the landlord has received no payment for rent or overholding for the month of May 2015 and the tenants continue to occupy the rental unit. As such, I find the landlord is entitled to compensation equivalent to 1 month's rent.

### Conclusion

I find the landlord is entitled to an order of possession effective **two days after service on the tenants**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$650.00** comprised of \$600.00 rent owed and the \$50.00 fee paid by the landlord for this application.

This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: May 21, 2015

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Residential Tenancy Branch

