



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MND, MNSD, FF

Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlords for an Order of Possession based on a notice to end tenancy for cause. The Landlords also applied for a Monetary Order for damage to the rental property, to keep the Tenant’s security deposit, and to recover the filing fee.

One of the Landlords and the Tenant appeared for the hearing and provided affirmed testimony. The Tenant confirmed receipt of the Landlords’ Application and their related evidence prior to the hearing by registered mail. The Tenant confirmed that he had not submitted any evidence prior to the hearing. As a result, I find that the Landlords served the Tenant with the required documents pursuant to Section 89(1) (c) of the *Residential Tenancy Act* (the “Act”).

At the start of the hearing, the Landlord explained that he did not want to deal with the monetary portion of his Application including the recovery of his filing fee. As a result, I dismissed the Landlords’ monetary claim with leave to re-apply; the Landlords’ claim for the recovery of the filing fee is dismissed. I then turned my mind to the Landlords’ Application for an Order of Possession.

Issue(s) to be Decided

- Are the Landlords entitled to an Order of Possession?

Background and Evidence

The parties agreed that this month to month tenancy started on September 1, 2011. A written tenancy agreement was completed and rent is payable for \$1,050.50 on the first day of each month.

The Landlord testified that the Tenant was served with a 1 Month Notice to End Tenancy for Cause (the "Notice") on March 26, 2015 by registered mail. The Landlord provided a copy of the Notice which shows an expected move out date of May 1, 2015 and states the reasons for ending the tenancy is because: the Tenant has significantly interfered with or unreasonably disturbed the Landlords and put the Landlords' property at significant risk; and the Tenant has caused extraordinary damage to the rental unit.

The Landlord testified that he was under the impression that the Tenant was intending to dispute the Notice. However, after the effective date of the Notice had passed, the Tenant was still residing in the rental unit and the Landlord sought information on how to end the tenancy. As a result, the Landlord made his Application on May 7, 2015.

The Tenant confirmed receipt of the Notice by registered mail at the end of March 2015 and confirmed that he had not disputed the Notice. The reason for this was because he was working hard to rectify the reasons he had been given the Notice for.

The Landlord confirmed that the Tenant had rectified some of the issues but other issues remained outstanding. Therefore, the Landlord still required the Order of Possession. The Landlord explained that he would consider re-instating the tenancy if the Tenant would continue to resolve the outstanding issues to his satisfaction. However, these issues were not discussed during the hearing. The Landlord confirmed that the Tenant had paid rent for May and June, 2015 and that this rent was being accepted as he was waiting for the outcome of this hearing.

Analysis

I have examined the Notice and I find that it was completed with the correct information on the approved form as required by Section 52 of the Act. I also accept that the Tenant was served with the Notice by registered mail pursuant to Section 88(c) of the Act.

Section 48(5) of the Act allows a tenant to dispute a Notice by making an Application within ten days of receiving the Notice. Section 48(6) of the Act states that if a tenant fails to make an Application within ten days, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice and must vacate the rental unit by that date.

Therefore, as the Tenant failed to make an Application to dispute the Notice and the effective date of the Notice has now passed, the Landlords' request for an Order of Possession is granted. As the Tenant has paid rent for the month of June, 2015 and the Landlord was waiting for the outcome of this hearing to be decided, the Order of

Possession is granted effective June 30, 2015 at 1:00 p.m. This order must be served onto the Tenant and may then be filed and enforced in the Supreme Court as an order of that court. Copies of this order are attached to the Landlords' copy of this decision.

Conclusion

The Tenant failed to dispute the notice to end tenancy. Therefore, the Landlords are granted an Order of Possession effective for June 30, 2015. The Landlord withdrew his monetary claim and recovery of the 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 23, 2015

Residential Tenancy Branch

