



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPC FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- a) An Order of Possession pursuant to Sections 47, and 55; and
- d) An order to recover the filing fee pursuant to Section 72.

SERVICE:

Both parties attended and the tenant agreed she received the Notice to end Tenancy dated April 29, 2015 and the Application for Dispute Resolution. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

The tenant was issued a Notice to End Tenancy dated April 29, 2015 for cause. Is the landlord now entitled to an Order of Possession and to recover the filing fee?

Background and Evidence:

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. However, the tenant had not disputed the Notice to End Tenancy and had not sent any documentary evidence to dispute the Application. The evidence is that the tenancy commenced October 1, 2014, rent is \$575 a month and a security deposit of \$287.50 was paid.

The landlord said the one month Notice to End Tenancy for cause was issued because the tenant is significantly interfering with and unreasonably disturbing the peaceful enjoyment of other residents. He said the tenant had a dog without the landlord's consent and it was running loose; other residents were complaining. On January 15, 2015 he said warning letters were given to the tenant but then she had a guest's dog running loose and she was not picking up after it; another notice was given to her. She also has an accumulation of items that are cluttering up the building and other residents

are complaining. She has ignored notices and warnings. He requests an Order of Possession as soon as possible and to recover the filing fee. He pointed out that the tenant had not disputed the notice to end her tenancy so she is presumed to have accepted the end of tenancy pursuant to section 47 of the Act.

The tenant said she got rid of the dog and she was cleaning up after it. She said that other residents have chairs and other items so she believes she should be entitled to have them also. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Order of Possession

I find that the landlord is entitled to an Order of Possession. It is undisputed that there was a Notice to End Tenancy for cause served on April 29, 2015 to be effective May 31, 2015. The Tenant has not made application pursuant to Section 47 to set aside the Notice to End a Residential Tenancy and the time to do so has expired. In these situations, the Residential Tenancy Act section 47(5) provides that the tenant is deemed to have accepted the end of the tenancy on the date set out in the Notice. Although the tenant indicated she did not understand the process, I find the Notice to End Tenancy served to her on April 29, 2015 clearly states that it must be disputed within 10 days or she is deemed to have accepted the end of the tenancy on the effective date of May 31, 2015. The tenancy is ended. An Order of Possession is issued.

Conclusion:

I find the landlord is entitled to an Order of Possession (enclosed) effective two days from service. I find the landlord is entitled to recover filing fees paid for this application.

I HEREBY ORDER that the landlord may deduct \$50 from the tenant's security deposit to recover the filing fee for this application.

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: July 23, 2015

Residential Tenancy Branch

