



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DOGWOOD HOLDINGS SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for cause pursuant to section 55; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord was primarily represented by MH (the "landlord"). The tenant, VS primarily spoke for both tenants (the "tenant").

As both parties attended the hearing, I confirmed there were no issues with service. The landlord testified that he served the 1 Month Notice to End Tenancy for Cause (the "1 Month Notice"), dated December 28, 2016 on that date in person to the tenants. The tenant confirmed receipt of the 1 Month Notice. I find that the tenants were served on December 28, 2016 in accordance with section 88 of the Act.

The landlord testified that the landlord's application for dispute resolution dated January 18, 2017 was served on the tenants by registered mail sent on January 19, 2017. The landlord provided two Canada Post tracking numbers as evidence. The tenant confirmed receipt of the landlord's application. In accordance with sections 88 and 89 of the Act, I find that both tenants were served with the landlords' application package and evidence on January 24, 2017, five days after mailing.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for cause?

Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

The parties agreed on the following facts. This month-to-month tenancy began in October, 2008. The current monthly rent is \$570.00 payable on the first of each month. A security deposit of \$330.00 was paid at the start of the tenancy and is still held by the landlord. The tenants continue to reside in the rental unit.

The landlord submitted into evidence copies of several warning letters issued to the tenants regarding their conduct and disturbance to other tenants. The tenants provided written submissions addressing the reasons provided by the landlord for ending the tenancy.

Analysis

I accept the evidence of the parties that the tenants were served with the landlord's 1 Month Notice and did not file a dispute within the 10 days provided under the *Act*. I am satisfied that the form and content of the landlord's 1 Month Notice complies with section 52 of the *Act* as it provides the effective date of the notice, correctly identifies the rental unit and provides the grounds for ending the tenancy. In accordance with section 47 (5) of the *Act*, I find that the tenants are conclusively presumed to have accepted the tenancy ended on the effective date of the 1 Month Notice, January 31, 2017.

I find that the landlord is entitled to an Order of Possession pursuant to section 55 of the *Act*. As the effective date of the 1 Month Notice has passed, I issue a 2 day Order of Possession.

As the landlord's application was successful, the landlord is also entitled to recovery of the \$100.00 filing fee for the cost of this application.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain \$100.00 of the tenants' security deposit in satisfaction of the monetary award issued in the landlord's favour.

Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenant**. Should the tenants or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a monetary Order in the landlord's favour in the amount of \$100.00, which is to be implemented by the landlord's retention of this amount from the tenants' security deposit. I order that the value of the retained portion of the tenants' security deposit is decreased from \$330.00 to \$230.00.

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: February 16, 2017

Residential Tenancy Branch