



# 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 matter dealt with an application by the Landlord for An Order of Possession, for compensation for damage to the unit, site or property, to retain a portion of the Tenants' security deposit and to recover the filing fee.

The Landlord said he served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on March 25, 2017. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants absence.

### Issues(s) to be Decided

1. Is the Landlord entitled to an Order of Possession?
2. Is there damage to the unit, site or property?
3. Is the Landlord entitled to compensation for damage?
4. Is the Landlord entitled to retain the Tenants' security deposit?

### Background and Evidence

This tenancy started on January 1, 2014 as a month to month tenancy. Rent is \$1,000.00 per month payable on the 1<sup>st</sup> day of each month. A security deposit of \$500.00 was paid at the start of the tenancy.

The Landlord said he issued the 1 Month Notice to End Tenancy for Cause dated February 28, 2017 in person to the Tenants. The Landlord said one of the Tenants J.G. signed the Proof of Service document as receiving the 1 Month Notice to End Tenancy for Cause. The Landlord continued to say the Tenants have breached the tenancy agreement by having a dog living at the unit for over 6 months and they have not maintained the property as required in the tenancy agreement. Further the Landlord said the Tenants have not disputed the 1 Month Notice to End Tenancy for Cause dated February 28, 2017.

The Landlord said he wants to end the tenancy and he is requested an Order of Possession with an effective date as soon as possible.

As well the Landlord said he has incurred expenses of \$349.00 in dump and labour costs to remove garbage and debris that the Tenants have left in the yard. The Landlord said he received a clean up notice from the municipality.

The Landlord also requested to recover the \$100.00 filing fee from the Tenants.

### Analysis

On page two of the 1 Month Notice to End Tenancy for Cause under "Information for Tenants" it states that tenants have the right to dispute the Notice within 10 days and if they do not dispute it, then the tenants are presumed to have accepted the end of the tenancy and the tenants have to move out on the effective vacancy date on the Notice. In this situation the Tenants have not dispute the 1 Month Notice to End Tenancy for Cause dated February 28, 2017 and the effective vacancy date on the Notice is March 31, 2017 which has past. Consequently, I find for the Landlord as the 1 Month Notice to End Tenancy for Cause dated February 28, 2017 was not disputed by the Tenants. I grant the Landlord an Order of Possession with an effective date of 2 days after service on the Tenants.

For a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

In regard to the Landlord's monetary claim of \$349.00 for costs associated with removing garbage and debris which he was ordered to do by the municipality, I find that the Landlord has supplied the required evidence to support the claim. I award the Landlord \$349.00 in compensation for garbage and debris removal.

As the Landlord has been successful in this matter, he is also entitled to recover from the Tenants the filing fee of \$100.00. I order the Landlord pursuant to s. 38(4) of the Act to keep \$449.00 of the Tenant's security as full settlement of the Landlord's monetary claims.

### Conclusion

An Order of Possession effective 2 days after service of it on the Tenants and the Landlord is ordered to retain \$449.00 of the Tenants' security deposit. A copy of the Order must be served on the Tenants: the Order of Possession may be enforced in the Supreme Court of British Columbia.

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: April 26, 2017

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Residential Tenancy Branch

