



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute codes      OPC MNDC 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;
- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenants did not attend this hearing, although I waited until 11:15 a.m. in order to enable the tenants to connect with this teleconference hearing scheduled for 11:00 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

The landlord testified that on August 1, 2017, copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenants by registered mail. Registered mail tracking numbers were provided in support of service.

Based on the above evidence, I am satisfied that the tenants were served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenants.

### Issues

Is the landlord entitled to an order of possession pursuant to a 1 Month Notice to End Tenancy for Cause (the 1 Month Notice)?

Is the landlord entitled to compensation for loss?

Is the landlord entitled to recover its filing fee?

### Background and Evidence

The tenancy for this strata unit began approximately 3 years ago and the lease was renewed on an annual basis. The monthly rent is \$1500.00 payable on the 1<sup>st</sup> day of each month. The tenants paid a security deposit of \$700.00 at the start of the tenancy which the landlord continues to hold.

The landlord testified that on June 26, 2017 he served the tenants with the 1 Month Notice by registered mail. A registered mail tracking number was provided in support of service.

The landlord is also claiming the tenant breached a material term of the tenancy by having a pet in the rental unit. The landlord is claiming \$1350.00 is fines issued by the strata over the period of January 9, 2017 to July 10, 2017. The landlord testified he verbally told the tenants that pets were not allowed in the rental unit and verbally informed the tenants of the strata fines. The landlord submitted letters from the strata and statements of account in support of the fines issued.

### Analysis

I am satisfied that the tenants were deemed served with the 1 Month Notice on July 1, 2017, five days after its mailing, pursuant to sections 88 & 90 of the Act.

Section 47 of the Act contains provisions by which a landlord may end a tenancy for cause by giving a notice to end tenancy. Under this section, the tenant may make a dispute application within ten days of receiving the 1 Month Notice. If, as in the present case, the tenant does not make an application for dispute within ten days, the tenant is conclusively presumed to have accepted that the tenancy ended on the "corrected" effective date of the 1 Month Notice, August 31, 2017.

I find that the 1 Month Notice complies with the requirements of Section 52 of the Act, accordingly, the landlord is granted an Order of Possession pursuant to section 55 of the Act.

The tenancy agreement does not include any reference with respect to restrictions against pets nor is there any addendum by which the tenants appear to be advised of the strata by-laws and fines. The landlord was first notified of the pet violation and potential fines by the strata in a letter dated November 23, 2016. The landlord did not respond to the violation letter so the strata again notified the landlord by way of a letter dated January 4, 2017 that it would be imposing a fine of \$50.00 per week. I find the

landlord was negligent in responding to the issue when notified by the strata and there is insufficient evidence on file that the landlord notified the tenant of the issue and potential fines for not rectifying the matter. As such, I dismiss the landlord's claim for compensation for loss resulting from the strata fines.

As the landlord was for the most part successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application. This amount can be retained from the security deposit.

### Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenants. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of 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: October 19, 2017

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Residential Tenancy Branch