



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNR, 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 unpaid rent pursuant to section 67;
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The landlord attended the hearing via conference call and provided undisputed affirmed testimony. The tenants did not attend or submit any documentary evidence. The landlord stated that the tenants were served with the notice of hearing package and the submitted documentary evidence in person on November 3, 2017. I accept the undisputed affirmed evidence of the landlord and find that the tenants were properly served as per sections 88 and 89 of the Act.

Issue(s) to be Decided

Is the landlord entitled to an order of possession as a result of a 1 Month Notice?
Is the landlord entitled to a monetary order for unpaid rent/utilities and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlord provided verbal testimony that this tenancy began in August of 2016 on a month-to-month basis. The monthly rent is \$1,200.00 payable on the 1st day of each month. No security deposit was paid.

The landlord seeks an order of possession for cause and a monetary claim for unpaid rent of \$4,100.00 which consists of:

\$500.00	Unpaid Rent, August 2017
\$1,200.00	Unpaid Rent, September 2017
\$1,200.00	Unpaid Rent, October 2017
\$1,200.00	Unpaid Rent, November 2017

The landlord also claims that the tenants continue to occupy the rental premises and have not paid any rent as of the date of this hearing. The landlord seeks recovery of unpaid rent/loss of rental income for December 2017 and January 2018 (\$1,200.00 each).

The landlord served the tenants with the 1 Month Notice dated September 8, 2017 on September 8, 2017 in person. The effective end of tenancy date is October 8, 2017 and sets out the reason(s) for cause as:

Tenant is repeatedly late paying rent.

Tenant has allowed an unreasonable number of occupants in the unit/site.

Tenant or a person permitted on the property has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord.
- put the landlord's property at risk.

Tenant or a person permitted on the property has engaged in illegal activity that has, or is likely to:

- damage the landlord's property.

Tenant has assigned or sublet the rental unit/site without the landlord's written consent.

Non-compliance with an order under the legislation within 30 days after the tenant received the order or the date in the order.

In support of these claims the landlord has submitted a copy of a local municipal letter dated August 3, 2017 re: notification that the local bylaw inspectors would attend to inspect the property.

The landlord also references a second letter (not in evidence) dated April 6, 2017 which the landlord details non-compliance with a city bylaw (#2500) which prevents owner(s) from having trailers on the property for the purposes of occupying.

The landlord provided verbal testimony that the tenants have repeatedly late paying rent every month since taking possession of the rental premises in August 2016.

The landlord provided verbal testimony that the tenants have placed trailers on the property without the written permission of the landlord allowing person(s) to occupy them.

The landlord provided verbal testimony that the tenants have assigned/sublet the rental premises by allowing additional person(s) on the rental property by renting out the trailers and having additional person(s) living in the rental unit. The landlord stated that this was discovered when he attended the premises to collect rent and was told by an adult occupant that he did not know that they were living there.

Analysis

Pursuant to section 47 (5) of the Act if a tenant is served with a notice under this section does not make an application for dispute resolution the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental.

I accept the undisputed affirmed testimony of the landlord and find that the landlord did serve the tenants with the 1 Month Notice dated September 8, 2017 in person on September 8, 2017 as confirmed by the submitted copy of the proof of service document filed.

The landlord has provided undisputed affirmed testimony that the tenants have not filed an application for dispute nor have they vacated the rental premises as of the date of this hearing. On this basis, the landlord is granted an order of possession effective 2 days after service upon the tenants.

As for the monetary claim, I accept the undisputed affirmed testimony of the landlord and find that the tenants have failed to pay rent of \$4,100.00 as per the above listed details and continue to occupy the rental property. The landlord has also continued to suffer the loss of rental income from December 2017 and January 2018 of \$2,300.00.

The landlord has established a total monetary claim of \$6,500.00 in unpaid rent/loss of rental income.

The landlord having been successful is also entitled to recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted an order of possession.

The landlord is granted a monetary order for \$6,600.00.

These orders must be served upon the tenants. Should the tenants fail to comply with these orders, these orders may be filed in the Supreme Court of British Columbia and the Small Claims Division of the Provincial Court of British Columbia and enforced as orders of those courts.

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: January 17, 2018

Residential Tenancy Branch