



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC MND MNDC MNSD FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held on November 25, 2021. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession based on a One Month Notice to End Tenancy for Cause
- a monetary order for damage or loss under the Act, and for damage to the rental unit.

The Landlords and one of the Tenants attended the hearing and provided affirmed testimony. All parties understood Rule 6.11. The Tenant confirmed receipt of the Landlords' application, Notice of Hearing, and evidence and did not take issue with the service of those documents. The Tenants did not submit any documentary evidence.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Landlords applied for multiple remedies under the *Act*, some of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues in this application deals with whether or not the tenancy is ending. As a result, I exercised my discretion to dismiss, with leave to reapply, all of the grounds on the Landlord's application with the exception of the following ground:

- an order of possession based on a One Month Notice to End Tenancy for Cause.

Issue to be Decided

- Is the Landlord entitled to an order of possession under the *Act*?

Background and Evidence

The Landlords testified that they served the Tenants with a One Month Notice to End Tenancy for Cause (the Notice) on June 29, 2021, via personal service. The Tenant acknowledged receiving the Notice this same day.

The Notice indicates the reasons for ending the tenancy are:

- Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord
- Tenant has not done required repairs of damage to the unit/site.

The Landlords explained that the Tenants have done significant damage to the rental unit, and this damage was discovered after an inspection last spring. The Landlords stated that the Tenants still have not repaired the issues (broken window, missing doors), and they are also incurring many strata fines.

The Tenant did not dispute that there have been fines, but asserts they have been paying them. The Tenant also acknowledged that there was some damage to the unit, but stated they are taking steps to repair the issues before they move out. The Tenant stated that neither she, nor the other Tenant filed to dispute this Notice.

Analysis

Based on the affirmed testimony and documentary evidence, and on a balance of probabilities, I find:

Section 47 of the *Act* permits a Landlord to end a tenancy for cause. A tenant who receives a notice to end tenancy for cause has 10 days after receipt to dispute it by making an application for dispute resolution. Failure to dispute the notice to end tenancy for cause in this period results in the conclusive presumption that the tenant has accepted the end of the tenancy.

In this case, the Landlord issued the Notice on the bases indicated above. The Tenant acknowledges receiving the Notice on June 29, 2021.

The Tenants had 10 days, until July 9, 2021, to dispute the Notice, but did not do so. Accordingly, pursuant to section 47(5) of the *Act*, I find the Tenants are conclusively presumed to have accepted the end of the tenancy. Further, after reviewing the Notice itself, I find it complies with section 52 of the *Act* for form and content, and the Landlord has explained the reasons for the Notice.

Given the Tenants failed to dispute the Notice, the Landlord is entitled to an order of possession, which will be effective two (2) days after it is served on the Tenants.

As the Landlord's application was successful, and pursuant to section 72 of the *Act* I grant the Landlord the recovery of the cost of the filing fee in the amount of \$100.00. I authorize the Landlord to retain \$100.00 from the Tenants' security deposit in full satisfaction of the recovery of the cost of the filing fee.

Conclusion

The Landlords are granted an order of possession effective **two days after service** on the Tenants. This order must be served on the Tenants. If the Tenants fail to comply with this order the Landlords may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

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: November 25, 2021

Residential Tenancy Branch