

## **DECISION**

Dispute Codes      OPC FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain an Order of Possession for Cause and to recover the cost of the filing fee from the Tenant for this application.

Service of the hearing documents, by the Landlord to the Tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on November 10, 2009. Mail receipt numbers were provided in the Landlord's documentary evidence. The Tenant is deemed to be served the hearing documents on November 15, 2009, the fifth day after they were mailed as per section 90(a) of the *Act*.

The Landlord appeared, gave testimony, was provided the opportunity to present his evidence orally, in writing, and in documentary form.

All of the testimony and documentary evidence was carefully considered.

### Issues(s) to be Decided

Is the Landlord entitled to Orders under sections 47, 67, and 72 of the *Residential Tenancy Act*?

### Background and Evidence

The verbal month to month tenancy began on March 1, 2009. Rent is payable on the first of each month in the amount of \$800.00 and is paid to the Landlord directly from Social Services. A security deposit was not required or paid by the Tenant.

The Landlord testified that the Tenant has not been cooperative with the Landlord's real estate agents. The Landlord argued that he listed his manufacture home and property for sale in March 2009 and ended up taking it off the market in August 2009 as the realtor was fed up with trying to deal with the Tenant. The Landlord stated that the Tenant did not have a telephone and would not answer her door so it was impossible for the realtor to show his property.

The Landlord stated that when he was at the rental unit near the end of August or beginning of September he found out the Tenant moved another child into the rental unit and has cluttered both bedrooms with extra beds and bunk beds.

The Landlord argued that he listed his manufactured home and property with a different realtor in September 2009 and the realtor has informed the Landlord that the Tenant is not cooperating with her. The Realtor provides the Tenant with a text message, at the Tenant's request, twenty four hours prior to a showing. The Landlord stated that the Realtor provided him with pictures to show how filthy the rental unit is and to support the realtor's comments that the rental unit is not in a condition for showings. The Landlord argued that there are dirty clothes lying on the floor throughout the trailer and dirty dishes and clutter everywhere.

The Landlord stated that a breach letter was issued to the Tenant on September 25, 2009 and a 1 Month Notice to End Tenancy for cause was posted to the Tenant's door on October 26, 2009.

The Landlord testified that the Tenant told him that she was moving on November 30, 2009 and that she was not disputing the notice.

### Analysis

**Order of Possession** - I have reviewed all the testimony and documentary evidence and I accept that the Tenant has been served with notice to end tenancy as declared by the Landlord. The notice is deemed to have been received by the Tenant on October 29, 2009, (three days after it was posted on the door) and the effective date of the notice is November 30, 2009 pursuant to section 90 of the *Act*.

I find that the Tenant has failed to apply for dispute resolution to cancel the notice within 10 days from receipt of this notice.

Based on the foregoing, I find that the Tenant is conclusively presumed under section 47 (5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

**Monetary Order** – As the Landlord has been successful in his claim I find that the Landlord is entitled to a monetary claim for the recovery of the \$50.00 filing fee.

Conclusion

I HEREBY FIND that the Landlord is entitled to an Order of Possession effective **November 30, 2009 at 1:00 p.m. after service on the Tenant**. This order must be served on the Respondent Tenant and may be filed in the Supreme Court and enforced as an order of that Court.

I HEREBY FIND in favor of the Landlord's monetary claim. A copy of the Landlord's decision will be accompanied by a Monetary Order for \$50.00. The order must be served on the respondent and is enforceable through the Provincial Court 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 20, 2009.

---

Dispute Resolution Officer