Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPITAL J MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPC FF

Introduction:

Only the landlord attended the hearing and gave sworn testimony. The One Month Notice to End Tenancy is dated May 16, 2017 to be effective June 20, 2017 and the landlord said it was served by posting it on the door. The effective date on the Notice is automatically corrected to June 30, 2017 pursuant to section 53 of the *Residential Tenancy Act* (the Act) as a one month Notice to End Tenancy for cause must give a full month's notice and according to section 47(2) (b) end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement. The landlord said the Application for Dispute Resolution was served by posting it on the door. The tenant left the premises and sublet the unit without the landlord's knowledge or consent and he has no contact information for her. The landlord said he knows the occupants got the Notice and the Application for they came down to discuss it with him in his office. Pursuant to my authority under section 71(2) of the Act, I find the documents are sufficiently served for the purposes of this hearing. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

   a) To obtain an Order of Possession for cause pursuant to section 47; and
   b) To recover the filing fee for this application.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that the tenancy is ended pursuant to section 47 and they are entitled to an Order of Possession? Is the landlord entitled to recover the filing fee?

Background and Evidence

Only the landlord attended the hearing and was given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced in May 1, 2010, on a month to month tenancy, rent is $950 a month and a security deposit of $475 was paid April 29, 2010.

The landlord served the Notice to End Tenancy pursuant to section 47 for the tenant has sublet the unit without the landlord's permission or consent.

The landlord said the legal tenant has gone and some illegal occupants are in the unit. When the landlord realized this, he attempted to be accommodating and offered them the option of applying and signing a lease for 6 months. However, they refused to sign any documents, they were rude to the manager and management noticed the suite is very dirty. He requests an Order of Possession effective two days from service and to recover the filing fee.

Analysis:

Section 47 of the Act provides a landlord may end a tenancy if there is sufficient cause. Causes, any one of which may be a sufficient reason, are listed in that section. I find section 47(4) states a tenant has 10 days to dispute the Notice to End Tenancy. If they do not file an application to dispute within this time, I find section 47(5) provides they are conclusively presumed to have accepted the end of the tenancy on the date set out on the notice and must vacate the rental unit by that date.

Furthermore, I find the weight of the evidence is that the tenant sublet the rental unit without first obtaining the landlord's written consent as required by section 34 of the Act. I find the landlord has good cause pursuant to section 47(i) to end the tenancy and evict the illegal occupants. The tenancy is ended on June 30, 2017 (as corrected).

Conclusion:

I find the landlord entitled to an Order of Possession effective two days from service and to recover his filing fees of $100 for this Application.

I HEREBY ORDER that the landlord may recover his filing fee by deducting $100 from the tenant's security deposit of $475.

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: August 03, 2017

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Residential Tenancy Branch