



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes: *OPC, OPB, FF.*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- An order of possession for cause and for breach of a material term of the tenancy agreement, pursuant to Section 55;
- An order to recover the cost of filing the Application for Arbitration pursuant to Section 72.

The notice of hearing dated December 01, 2008 was served to the tenant on December 02, 2008, by handing it to him, in person. Despite having been served the notice of hearing, the tenant did not show up for the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions. On the basis of the solemnly affirmed evidence presented at the hearing, a decision has been reached.

Issues to be decided

- Is the landlord entitled to an order of possession?
- Is the landlord entitled to a monetary order to recover the filing fee?

Background and Evidence

The landlord testified that the tenancy started on August 01, 2008. The monthly rent is \$293.00 due in advance on the first day of the month. The tenant is up to date in his rent payment and is currently in occupation of the rental suite. On October 24, 2008, the landlord served the tenant with a notice to end tenancy for cause, with an effective date of November 30, 2008.

The notice to end tenancy cites the following reasons for being served on the tenant:

- The tenant has significantly interfered with another occupant;

- The tenant has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord has submitted into evidence copies of two notifications to the tenant dated August 03, 2008 and October 14, 2008 regarding noise complaints, use of foul language in common areas and being disrespectful to other tenants. The landlord also submitted a letter of complaint dated October 16, 2008, from another tenant of the building which states that the tenant and his female friend caused a disturbance in the lounge on two occasions by being rude and disrespectful to the occupants of the common lounge. On September 17, 2008, the landlord wrote a letter to the tenant advising him of the terms of his tenancy agreement with regard to the number of occupants in the rental unit. The letter also requested the tenant to add his female friend on to the tenancy agreement with a rent adjustment or have her move out. The tenant did not respond to this letter. The tenant also did not attend a meeting with the property manager scheduled for October 22, 2008, to discuss ongoing issues.

The landlord also submitted into evidence, a copy of the signed tenancy agreement and pointed out to a clause which states "*The landlord, a government housing agency, has selected the tenant on a number of criteria and has permitted the tenant occupation of the rental unit on the basis of the number of and income of the occupant*". The tenant was the only occupant named on the signed tenancy agreement, but continued to allow a female friend to live in the rental suite in spite of two written warnings.

Based on the above events, the landlord issued a one month notice to end tenancy for cause with an effective date of November 30, 2008. The tenant did not dispute the notice nor did the tenant move out on the effective date. The tenant paid rent for the month of December and the landlord issued a receipt for use and occupancy only, for the month of December.

The landlord has also requested an order of possession effective two days after service on the tenant and a monetary order to recover the fee to file this application.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. Pursuant to Section 47 of the *Residential Tenancy Act*, a landlord may end a tenancy by giving notice to end the tenancy if the tenant has significantly interfered or unreasonably disturbed another occupant or the tenant has failed to comply with a material term of the tenancy agreement, and has not corrected the situation within a reasonable time after the landlord gives written notice to do so. In this case, I find that the tenant significantly interfered with other tenants, by his disrespectful conduct and that of his guests and also breached a material term of the tenancy agreement by allowing his female friend to live in the rental unit. I find that the landlord gave the tenant two written warnings and an opportunity to meet to discuss these issues, which the tenant declined. Pursuant to Section 47 (5), if a tenant, who has received a notice under section 47, 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 unit by that date. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

I also find that the landlord is entitled to \$50.00 which is the filing fee for this application. Accordingly, I grant the landlord a monetary order in this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$50.00** and an order of possession effective two days after service on the tenant.

Dated December 24, 2008.

Dispute Resolution Officer