



# **Dispute Resolution Services**

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

## **Decision**

**Dispute Codes:** ET, OPC, MNSD

## **Introduction**

This hearing dealt with an application from the landlord for an early end to tenancy, an order of possession and retention of the security deposit in partial satisfaction of unpaid rent. The landlord participated in the hearing and gave affirmed testimony. Despite being served in person on February 2, 2009 with the application for dispute resolution and notice of hearing, the tenant did not appear.

## **Issues to be Decided**

- Whether the landlord is entitled to an early end to tenancy and an order of possession
- Whether the landlord is entitled to retain the security deposit

## **Background and Evidence**

There is no written residential tenancy agreement for this month-to-month tenancy which began on or around December 1, 2007. Rent in the amount of \$375.00 is payable in advance on the first day of each month, and a security deposit of \$187.50 was collected near the start of tenancy.

As a result of numerous concerns about the conduct and behaviour of the tenant, the landlord issued a 1 month notice to end tenancy for cause. Reasons identified on the notice for its issuance are as follows:

Tenant or a person permitted on the property by the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord
- put the landlord's property at significant risk

Tenant has caused extraordinary damage to the unit/site or property/park

Tenant has not done required repairs of damage to the unit/site

The landlord submitted into evidence a copy of the 1 month notice dated December 29, 2008 which was served by posting on the tenant's door that same day. Subsequent to issuance of the 1 month notice, the tenant failed to pay rent for the month of February 2009.

### **Analysis**

Based on the documentary evidence and undisputed testimony of the landlord, I find that the tenant was served with the application for dispute resolution and notice of hearing, in addition to a 1 month notice to end tenancy for cause. The tenant did not apply to dispute the notice to end tenancy within 10 days after having received it. The tenant is therefore conclusively presumed under section 47(5) of the *Act* to have accepted that the tenancy ended on the effective date of the notice which was January 31, 2009. Accordingly, I find the landlord is entitled to an order of possession.

I further find the landlord has established a claim for \$375.00 in unpaid rent for the month of February 2009. In this regard I order that the landlord retain the security deposit of \$187.50 plus interest of \$3.05 (total: \$190.55). The landlord did not apply for a monetary order for the balance of unpaid rent for February 2009 or for recovery of the \$50.00 filing fee for this application.

### **Conclusion**

I hereby issue an order of possession in favour of the landlord effective not later than **two (2) days** after service upon the tenant. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

DATE: February 11, 2009

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Dispute Resolution Officer