

## **Decision**

**Dispute Codes:** ET / OP

### **Introduction**

This hearing dealt with an application by the landlord for an early end of tenancy and an order of possession. The landlord participated in the hearing and gave affirmed testimony. Despite service of the application for dispute resolution and notice of hearing by way of posting on the tenant's door and personal delivery to the tenant's mailbox, the tenant did not appear.

### **Issues to be decided**

- Whether the landlord is entitled to the above under the Act

### **Background and Evidence**

Pursuant to a written tenancy agreement, the original fixed term of tenancy was from June 1 to December 1, 2009. Thereafter, tenancy has continued on a month-to-month basis. Rent in the amount of \$700.00 is payable in advance on the first day of each month, and a security deposit of \$350.00 was collected at the outset of tenancy. A move-in condition inspection and report were completed at the start of tenancy.

The landlord issued a 1 month notice to end tenancy for cause dated August 1, 2010, in addition to a 10 day notice to end tenancy for unpaid rent dated August 6, 2010 (\$700.00). Further to these notices the parties signed a Mutual Agreement to End a Tenancy on August 1, 2010 with the date shown when the tenant agrees to vacate the unit as September 1, 2010.

Reasons shown on the 1 month notice for its issuance are as follows:

Tenant is repeatedly late paying rent

Tenant has allowed an unreasonable number of occupants in the unit / site

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 engaged in illegal activity that has, or is likely to:

- adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord
- jeopardize a lawful right or interest of another occupant or the landlord

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

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

Tenant has assigned or sublet the rental unit / site without landlord's written consent

Subsequent to the issuance of the above two notices to end tenancy, the tenant has made no payment towards rent, has made no application for dispute resolution in order to dispute either notice, and continues to reside in the unit.

### **Analysis**

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant was served with a 1 month notice to end tenancy for cause dated August 1, 2010, and a 10 day notice to end tenancy for unpaid rent dated August 6, 2010. The tenant did not pay the outstanding rent within 5 days of receiving the 10 day notice and did not apply to dispute the notice. As earlier stated, neither has the tenant applied to dispute the 1 month notice.

Pursuant to all of the above, I find that the landlord is entitled to an early end of tenancy and an order of possession. Consistent with the landlord's agreement during the hearing, and consistent with the date shown on the Mutual Agreement to End a Tenancy, the order of possession will be effective September 1, 2010.

### **Conclusion**

I hereby issue an order of possession in favour of the landlord effective not later than **1:00 p.m., Wednesday, September 1, 2010.** 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: August 27, 2010

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Dispute Resolution Officer