



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPB

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession based on a one month Notice to End Tenancy for cause.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

I also note that during the course of the hearing the Tenant's phone line had to be muted when he refused to stop interrupting the proceedings. The proceeding concluded in the Landlord's office.

Issues(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession?

Background and Evidence

This tenancy began on July 6, 2010 on a month to month basis. Rent is \$600.00 per month, payable on the last day of each month, and a security deposit of \$300.00 was paid on July 6, 2010.

Based on the testimony of both parties, I find that the Tenant was personally served with a Notice to End Tenancy for cause, on August 26, 2010 (the "Notice").

The Notice explains that the Tenant had ten days to dispute the Notice. It also explains that if the Tenant does not file an Application to Dispute the Notice within ten days, then the Tenant is conclusively presumed to have accepted the end of the tenancy and must vacate the rental unit by the effective date of the Notice. The effective end date on the Notice was September 30, 2010. The Tenant did not file an Application to dispute the Notice.

The Notice was served on the Tenant because the Landlord alleges the Tenant has put the Landlord's property at significant risk, and that the Tenant has seriously jeopardized the health or safety or lawful right of another occupant or the Landlord.

The Agent for the Landlord testified and supplied evidence that the Tenant has allowed an unreasonable amount of guests in his rental unit, some of who had to be removed by the police. The Landlord testified that there have been acts of violence, involving vicious fights which have had to be broken up by the police. The police have been called to the rental unit twice recently.

The Landlord submitted evidence that the Tenant allowed a guest onto the premises who slit her throat in front of other residents. The Agent for the Landlord testified that the above continuing acts of violence and aggression have jeopardized the health and safety of all the residents on the Landlord's premises.

The agent for the Landlord testified that the Tenant broke his tenancy agreement when he allowed a roommate to move in.

Although he did not deny the repeated acts of violence, the Tenant testified that he did not allow the people involved onto the premises and that they were all there visiting him unannounced. He further testified that the guest who slit her throat did so inside and not out.

The Tenant confirmed that he had a roommate move in, but denied it violated the tenancy agreement.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant did not apply to dispute the Notice and 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.

Therefore, I find the Notice is valid and that the Landlord is entitled to an order of possession and I grant and issue an Order as described below.

The Tenant had insufficient evidence to prove his allegations of not allowing the violent guests into his rental unit. Regardless of his claims, by the effect of section 47(5) of the Act, the Tenant is conclusively presumed to have accepted the tenancy has ended and must now vacate the rental unit.

The Agent for the Landlord requested that the order of possession should be made effective for **1:00 p.m. on September 30, 2010**. This order may be filed in the Supreme Court and enforced as an order of that Court.

Although no such request was made on the part of the applicant, the Landlord may retain \$50.00 from the Tenant's security deposit, to recover the filing fee paid for this application.

Conclusion

The Landlord is granted an Order of Possession and may keep \$50.00 of the security deposit for the filing fee.

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: September 24, 2010.

Dispute Resolution Officer