



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain an Order of Possession for cause.

Service of the hearing documents, by the Landlord to the Tenant, was done in accordance with section 89 of the *Act*, served personally to the Tenant on January 10, 2011. The Tenant confirmed receipt of the hearing documents.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

Issue(s) to be Decided

1. Has the Tenant breached the *Residential Tenancy Act*, regulation, or tenancy agreement?
2. If so, has the Landlord met the burden of proof to obtain an Order of Possession as a result of that breach?

Background and Evidence

The parties entered into a month to month written tenancy agreement effective August 1, 2008. Rent is payable on the first of each month in the amount of \$375.00.

The Landlord testified and confirmed the Tenant had been served copies of their evidence which included, among other things, copies of complaint letters about the Tenant's conduct, copies of warning letters issued to the Tenant, a copy of the 1 Month Notice to End Tenancy that was posted to the Tenant's door on November 26, 2010, and a copy of the letter advising the of the time and date for the move-out inspection.

She confirmed the Tenant is still in the unit and they are seeking an Order of Possession for as soon as possible as he was supposed to be out as of December 31, 2010.

The Tenant testified and confirmed he is still in the unit and he received the 1 Month Notice to End Tenancy. He stated that his Landlord cannot evict him because they have done nothing to help him. He said they are never protecting him and other tenants are continuously doing drugs on his balcony. He said he has had to endure torture, black male, is a cripple and has had to suffer damage morally and psychologically. I asked the Tenant why he made no effort to have the Notice to End Tenancy cancelled to which he replied that the accusations are all wrong and if I would only conduct an investigation I would see the truth. Upon further clarification the Tenant stated again that the Landlord could not evict him.

Analysis

Upon review of the 1 Month Notice to End Tenancy issued for Cause on November 26, 2010, I find the Notice to be completed in accordance with the requirements of the Act and I find that it was served upon the Tenants in a manner that complies with the Act.

Upon consideration of all the evidence presented to me, I find the Landlord had valid reasons for issuing the Notice. I further find that by failing to make application to cancel the Notice the Tenant is conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice and I hereby grant the Landlord an Order of Possession.

Conclusion

The Landlord's decision will be accompanied by an Order of Possession effective 2 days upon service to the Tenant. This Order must be served on the Tenant and may be filed in Supreme Court and enforced as an Order of that Court.

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: February 08, 2011.

Residential Tenancy Branch