



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OP and FF

This application was brought by the landlord on February 17, 2012 seeking an Order of Possession to uphold the end of tenancy date set by the fixed term rental agreement and to recover the filing fee for this proceeding.

Despite having been served with the Notice of Hearing sent by registered mail on February 18, 2012, the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

Issue(s) to be Decided

This application requires a decision on whether the landlord is entitled to an Order of Possession to uphold the rental agreement and a monetary award for recovery of the filing fee.

Background and Evidence

This tenancy began October 12, 2011 under a fixed term agreement that required the tenant to vacate on December 31, 2011 at which time it was renewed, again under a fixed term requiring that the tenant vacate on February 29, 2012.

During the hearing, the landlord gave evidence that he found it necessary to apply for the Order of Possession due to serious non-compliance of the tenant with the rental agreement and the legislation.

Specifically, the landlord stated that, while the fixed term agreement stipulated one-tenant occupancy, the tenant has had five or six persons staying with her.

He stated that the concierge had advised him that police had attended the rental unit to attend to fights, and there was a strong smell of illicit drug smoke in the rental unit.

The landlord stated that he had inspected the unit on 24-hour notice and found a strong pungent odour and an extra king sized bed in the rental unit which had been rented furnished.

The landlord said he had arranged with the tenant to meet him at the rental unit on March 5, 2012 for a condition inspection report, but he waited three hours from the appointed time and the tenant did not appear. He returned on March 7, 2012 and the extra bed remained but there was no sign of the tenant.

Therefore, the landlord requested an Order of Possession in order to ensure his right to secure the rental unit and change the locks.

Analysis

I find that the tenancy ended on February 29, 2012 and that the landlord is entitled to an order of possession under section 55(3) of the *Act*. Given that the tenant appears to have abandoned the rental unit without notice or providing a forwarding address. I set the effective time of the order as immediately on service of it to the tenant and no later than 1 p.m. on March 9, 2012 and direct that the landlord may change the locks after that time.

I find that the landlord is entitled to recover the filing fee for his proceeding from the tenant and direct that he may do so by retaining \$50 from the tenant's security deposit for that purpose.

Conclusion

The landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia, to take effect on service and no later than 1 p.m. on March 9, 2012.

The landlord may recover the filing fee for this proceeding by retaining \$50 of the tenant's security deposit.

The landlord remains at liberty to make application for any damages as may be ascertained when he has regained possession of the rental unit.

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: March 08, 2012.

Residential Tenancy Branch