



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession. Both parties participated in the conference call hearing. Both parties gave affirmed testimony.

### Issues to be Decided

Is the landlord entitled to an order of possession?

### Background and Evidence

The tenancy began on or about June 1, 2008. Rent in the amount of \$695.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$330.00.

The landlord gave the following testimony; the landlord had a witness present when he personally served the tenant with a notice to end tenancy for cause on January 31, 2012, the tenant did not dispute the Notice in the timeframe allowed under the Act, the landlord is seeking to have the tenancy terminated for the following reasons; multiple complaints of noise, the balcony and unit is unkempt and cluttered, police have attended on several occasions due to complaints, the tenants have given copies of keys to non tenants to access the parking lot, common areas, and unit, allegations of criminal activity involving stolen bikes and some of the tenant's guests have threatened employees of this complex.

The tenant gave the following testimony; all of the problems stem from friends and family staying with him over an extended time, has rectified most of the cleanliness

issues, will no longer allow friends or family to stay, will sign a contract that he'll be "good", and wishes to remain if possible.

### Analysis

Both parties participated in today's teleconference, but only the landlord submitted any documentary evidence. The tenant's position was that the majority of problems stemmed from his house guests and not him. I asked the tenant if he was aware that a tenant is responsible for the actions of his guests as outlined under the Act; he responded "yes I know that". I also pointed out to the tenant that he has not applied for dispute resolution within the ten day time frame as prescribed by the Act to dispute the Notice. The tenant was unaware that he had to do that and thought we could "talk about stuff today".

The tenant was given an opportunity to be heard and I considered his testimony in making a decision. The tenants' testimony was neither helpful nor relevant. In addition to the insufficient evidence provided by the tenant, he did not apply for dispute resolution in the timeframe allowed. The landlord provided documentary evidence and a witness to support his position. I am satisfied that the landlord has proven his case

Based on the above facts I find that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. 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.

The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain \$50.00 from the security deposit in satisfaction of the claim

### Conclusion

The landlord is granted an order of possession and may retain \$50.00 from the security deposit.

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 06, 2012.

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Residential Tenancy Branch