



# 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 for cause and recovery of the filing fee.

The landlord participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

### Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

### Background and Evidence

This tenancy began April 1, 2011 with monthly rent of \$1100.00 and the tenants paid a security deposit of \$550.00.

On April 27, 2012 the landlord served the tenants with a 1 Month Notice to End Tenancy for Cause; the tenants have not filed to dispute this notice.

The tenants have:

- been repeatedly late paying rent.
- significantly interfered with or unreasonably disturbed another occupant or the landlord.
- put the landlord's property at significant risk.
- caused extraordinary damage to the unit/site or property/park.

The landlord testified that they have received numerous written complaints regarding noise from the tenant's rental unit due to the tenants fighting. The landlord stated that during one of the recent altercations between the tenants the male tenant became very angry and punched a hole in the hallway wall. The landlord stated that the tenant had also damaged the landlord's property in January 2012 when the tenant drilled a hole into the drain pipe from the sink causing water to run into the lower rental unit. The landlord stated that the tenants have

also been repeated late when paying their rent and that rent has been late for the months of January, February, March and April 2012.

The landlord stated that as the tenants remain in the rental unit the landlord is seeking an order of possession effective 2 days after service upon the tenants.

### Analysis

Section 47(4) of the Act states that **within 10 days of receiving** a Notice to End Tenancy for Cause, a tenant must apply for dispute resolution. If the tenant fails to file to dispute the notice, then under section 46(5)(a)(b) of the *Act* they are conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and they must vacate the rental unit at that time.

Based on the foregoing, I find that the tenant is conclusively presumed under section 46(5) of the Act to have accepted that the tenancy will end on the effective date of the Notice and I find that the landlord is entitled to an order of possession for cause.

**Therefore the tenancy will effectively come to an end on June 30, 2012 at 1:00 PM.**

The landlord is entitled to recovery of the \$50.00 filing fee.

### Conclusion

I hereby grant the landlord an **Order of Possession** effective not later than **1:00 PM, June 30, 2012**. This Order must be served on the tenant(s) and 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 grant the landlord a monetary order under section 67 for the amount of **\$50.00**.

If the amount is not paid by the tenant(s), the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: June 4, 2012

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Residential Tenancy Branch