



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Westsea Construction Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, FF

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an Order of Possession for cause and to recover the filing fee from the tenant for the cost of the application.

An agent for the landlord company and 2 witnesses attended the conference call hearing, however only the landlord's agent gave affirmed testimony. Despite being served with the Landlord's Application for Dispute Resolution, notice of hearing and evidence package personally on March 12, 2014 no one for the tenant attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony, and the only participants who joined the call were the landlord's agent and witnesses. The landlord's agent testified that the documents were served personally on the tenant by the landlord's agent on March 12, 2014 and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence and testimony provided has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

Is the landlord entitled under the *Residential Tenancy Act* to an Order of Possession for cause?

### Background and Evidence

The landlord's agent testified that this month-to-month tenancy began on November 1, 2011 and the tenant still resides in the rental unit. Rent in the amount of \$675.00 per month is payable in advance on the 1<sup>st</sup> day of each month and there are no rental arrears, but the tenant has not yet paid rent for May, which is due tomorrow. On October 25, 2011 the landlord collected a security deposit from the tenant in the amount

of \$337.50 which is still held in trust by the landlord, and no pet damage deposit was paid.

The landlord's agent further testified that on February 28, 2014 the landlord's agent personally handed to the tenant a 1 Month Notice to End Tenancy for Cause, and has provided a copy for this hearing. The notice is dated February 28, 2014 and contains an expected date of vacancy of March 31, 2014. The reasons for issuing the notice are:

- Tenant has allowed an unreasonable number of occupants in the unit/site;
- Tenant or a person permitted on the property by the tenant has:
  - significantly interfered with or unreasonably disturbed another occupant or the landlord;
  - seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
- Tenant has engaged in illegal activity that has or is likely to:
  - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

The landlord's agent testified that he has reasonable grounds to believe that the reasons contained in the notice are true.

The landlord's agent also testified that the tenant has not served the landlord with an application for dispute resolution disputing the notice to end tenancy, and the landlord requests an Order of Possession and recovery of the filing fee.

### Analysis

The *Residential Tenancy Act* states that a tenant must dispute a 1 Month Notice to End Tenancy for Cause within 10 days of service. If the tenant does not, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must move out by that date.

In this case, I accept the testimony of the landlord's agent that he personally handed the tenant a copy of the notice to end tenancy on February 28, 2014. The tenant has not moved out of the rental unit and has not served the landlord with an application for dispute resolution, and therefore I find that the tenant is conclusively presumed to have accepted the end of the tenancy and the landlord is entitled under the *Act* to an Order of Possession.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord on 2 days notice to the tenant.

I hereby grant a monetary order in favour of the landlord as against the tenant pursuant to Sections 67 and 72 of the *Residential Tenancy Act* in the amount of \$50.00.

These orders are final and binding and may be enforced.

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: April 30, 2014

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Residential Tenancy Branch

