



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MND, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail on April 17, 2014. I found that the tenants 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. The landlord gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about November 1, 2013. Rent in the amount of \$680.00 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 \$340.00. The landlord stated that he has received numerous verbal and written complaints about the subject tenants. The landlord stated many tenants in the 24 unit complex have complained to him. The landlord stated that the complaints range from loud noise at all hours of the night, arguing and screaming, and a "constant flow of people traffic going in and out of the suite twenty four hours a day". The landlord stated that he has provided the tenant with written warning notices but to no avail. The landlord issued a One Month Notice to End Tenancy for Cause on March 10, 2014 with an effective date of April 30, 2014.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant was served with a notice to end tenancy for cause. The landlord provided documentary evidence along with his testimony to support his claim. The tenant did not apply for dispute resolution to dispute the notice nor did they submit any disputing evidence and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. 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 Notice to End Tenancy for Cause dated March 10, 2014 with an effective date of April 30, 2014 is confirmed and is in full effect and force. The tenancy is terminated.

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

The landlord had initially applied for a monetary order but asked to withdraw that claim until the tenants have moved out and can deal with any other costs at the same time. I grant the landlords request and grant him leave to reapply for costs incurred from damage or cleaning, if any.

Conclusion

The landlord is granted an order of possession and may withhold \$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: June 02, 2014

Residential Tenancy Branch

