



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Chilliwack Kiwanis Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes MT, CNC, OPC, FF

### Introduction

This hearing dealt with applications from both the landlord and the tenants under the *Residential Tenancy Act* (the *Act*). The landlord applied for:

- an Order of Possession for cause pursuant to section 55; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant applied for:

- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 66; and
- cancellation of the landlord's 1 Month Notice pursuant to section 47.

The tenant did not attend this hearing, although I waited until 3:16 p.m. in order to enable her to connect with this teleconference hearing scheduled for 3:00 p.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord testified that he placed the 1 Month Notice in the tenant's mail slot on March 26, 2014. I find that the tenant was deemed served with the landlord's 1 Month Notice in accordance with sections 88(f) and 90 of the *Act* on March 29, 2014. The landlord testified that he handed the tenant a copy of the landlord's dispute resolution hearing package on April 8, 2014. He also testified that he placed a copy of the landlord's written evidence in the tenant's mail slot on May 20, 2014. I find that the landlord served the above documents to the tenant in accordance with sections 88, 89 and 90 of the *Act*.

### Tenant's Application

Rule 10.1 of the Rules of Procedure provides as follows:

**10.1 Commencement of the dispute resolution proceeding** The dispute resolution proceeding must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the dispute resolution

proceeding in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

**In the absence of the tenant's participation in this hearing, I order the tenant's application dismissed without liberty to reapply.**

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for cause? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This periodic tenancy began on June 1, 2013. Monthly rent was initially set at \$635.00, payable on the first of each month. The tenant's portion of the current rent is set at \$597.00. The landlord continues to hold the tenant's \$317.50 security deposit paid on June 1, 2013.

The landlord entered into written evidence a copy of the 1 Month Notice requiring the tenant to end this tenancy by April 30, 2014. In that Notice, the landlord cited the following reasons for the issuance of the Notice:

*Tenant or a person permitted on the property by the tenant has:*

- *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:*

- *jeopardize a lawful right or interest of another occupant or the landlord.*

The landlord entered into written evidence three letters written by other tenants in this rental building describing in considerable detail the problems these tenants have been encountering with the tenant and her children.

Analysis

Based on the landlord's undisputed evidence, I am satisfied that the landlord had sufficient grounds to issue the 1 Month Notice and obtain an end to this tenancy for cause. Although the tenant applied to cancel the landlord's 1 Month Notice pursuant to section 47(4) of the *Act*, she provided no written evidence relevant to the landlord's 1 Month Notice and did not attend this hearing. Under these circumstances, I find that the landlord was entitled to end this tenancy on the effective date of the notice. In this case, this required the tenant to vacate the premises by April 30, 2014. As that has not

occurred, I find that the landlord is entitled to a 2 day Order of Possession. The landlord will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

As the landlord has been successful in this application, I allow the landlord to recover the landlord's filing fee from the tenant. Although the landlord's application does not seek to retain any portion of the tenant's security deposit, using the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain \$50.00 from that deposit to obtain a recovery of the filing fee from the tenant.

#### Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I order the landlord to recover the \$50.00 filing fee for the landlord's application by retaining \$50.00 from the tenant's \$317.50 security deposit. I order that the value of the tenant's security deposit be reduced from \$317.50 to \$267.50.

The tenant's application for dispute resolution is dismissed without leave to reapply.

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: May 28, 2014

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Residential Tenancy Branch

