



# 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 for Dispute Resolution by the Landlord for an order of possession based on an undisputed Notice to End Tenancy for cause and to recover the filing fee for the Application.

Only the Agent for the Landlord appeared at the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Agent testified that he served the Tenant with the Notice of Hearing and Application documents in person, on October 6, 2014. I find the Tenant has been duly served in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession?

### Background and Evidence

Based on the affirmed testimony of the Agent for the Landlord, I find that the Tenant was served with a one month Notice to End Tenancy for cause on September 9, 2014, by personal delivery, and the effective date of the Notice was October 30, 2014, which corrects under the Act to October 31, 2014 (the "Notice").

The Notice informed the Tenant that he had 10 days to dispute the Notice and that if he failed to dispute the Notice he was conclusively presumed to have accepted the tenancy

would end on the effective date of the Notice and the Tenant had to vacate the rental unit.

The Agent testified that the Tenant had not served him with an Application for Dispute Resolution indicating he had disputed the Notice and the Tenant was still residing in the rental unit.

The Agent explained that the Tenant has allowed an unreasonable number of people to occupy the rental unit, and that he has had many loud parties and unreasonably disturbed other occupants at the residential property.

The Agent testified he is aware of several police attendances at the rental unit due to noise complaints. The Agent also testified that there is an unreasonable amount of traffic of people coming and going to the rental unit. The Agent alleged that the Tenant has allowed a drug dealer to occupy the rental unit with him.

The Agent testified that since he issued the Notice to the Tenant the disturbances and parties have increased.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find that the Notice is in the approved form as required under the Act and that the Tenant has not made an Application to dispute the Notice. Therefore, the Tenant is conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

The Agent testified that the Tenant has paid the rent for November 2014; however, the Agent issued the Tenant a receipt for use and occupancy only.

The Agent testified he will pro-rate the rent and refund the Tenant any balance of rent due when the Tenant vacates the rental unit during November.

Therefore, in these circumstances, and given the disturbances that continue to unreasonably disturb other occupants, I find that the Landlord is entitled to an order of possession effective **two days** after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I also find that the Landlord has established a total monetary claim comprised of the \$50.00 fee paid by the Landlord for this application.

I order that the Landlord may retain **\$50.00** from the security deposit held for the filing fee for the Application.

Conclusion

The Tenant failed to dispute the Notice to End Tenancy. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy.

The Notice was in the approved form and I allow the Application of the Landlord.

The Landlord is granted an Order of Possession **effective two days after service upon the Tenant** and may keep **\$50.00** from the security deposit in compensation for the filing fee for the Application.

This decision is final and binding on the parties, except as otherwise provided under the Act and 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: November 04, 2014.

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Residential Tenancy Branch

