



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      OPC

### Introduction

This hearing dealt with an application by the landlord for an order of possession pursuant to issuing a One Month Notice to End Tenancy for Cause. 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 November 14, 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. I am also satisfied that the landlord provided the tenant with all documentary evidence referred to and relied upon during the hearing. 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 April 1, 2014. Rent in the amount of \$1163.00 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 \$300.00. The landlord stated during the course of their regular building inspections they became aware that the subject tenants unit was not up to safety and cleanliness standards and that the unit had sustained an enormous amount of damage. The landlord stated that the unit was filthy and so cluttered that he was unable to navigate through the unit. The landlord stated that he numerous verbal warnings were given to the tenant along with three written demands to rectify the situation immediately, but to no avail. The landlord issued a One Month Notice to End Tenancy on October 27, 2014 in the presence of a witness with an effective date of November 30, 2014. That notice was issued on the grounds that the "tenant has caused extraordinary damage to the unit/site or property/park".

### Analysis

The landlord provided extensive documentation to support his claim. I accept the landlord's undisputed testimony and I find that the tenant was served with a notice to end tenancy for cause. The tenant did not rectify the situation after written notice to do so was given and did not apply for dispute resolution to dispute the notice 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.

As the tenant has already paid for the month of December, I order that the order of possession will take effect at 1:00 p.m. on December 31, 2014.

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

### Conclusion

The landlord is granted an order of possession and the landlord may retain \$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: December 11, 2014

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Residential Tenancy Branch

