



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes LANDLORD: OPC, FF
TENANT: CNC, MNDC, FF

Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlord and the Tenant.

The Landlord filed seeking an Order of Possession and to recover the filing fee for this proceeding.

The Tenant filed seeking an Order to Cancel the Notices to End Tenancy, for compensation for loss or damage under the Act, regulations or tenancy agreement and to recover the filing fee for this proceeding.

Service of the hearing documents by the Landlord to the Tenant was done by registered mail on February 21, 2015, in accordance with section 89 of the Act.

The Tenant did not attend the hearing and as a result the Tenant did not support his application nor did he appear to dispute the Landlord's 1 Month Notice to End Tenancy for Cause. Consequently I dismiss the Tenant's application without leave to reapply.

Issues to be Decided

Landlord:

1. Is the Landlord entitled to end the tenancy?

Background and Evidence

The tenancy started on April 22, 2013 as a verbal month to month tenancy. Rent is \$850.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$425.00 during the tenancy.

The Landlord said she issued a 1 month Notice to End Tenancy dated January 31, 2015 on February 1, 2015 with an effective vacancy date of March 31, 2015. The Landlord said she issued the Notice to End Tenancy because the Tenant seriously jeopardized the health and safety of the Landlord and significantly interfered and unreasonably disturbed the Landlord. The Landlord continued to say the Tenant brought a hot tub onto the property and then arguments started between the Tenant and the Landlord about the Tenant paying the hydro costs for the hot tub. As well the Landlord said the Tenant started having hot tub parties that ended in fights on the property. The Landlord said she is requesting an Order of Possession for March 31, 2015 which is the effective vacancy date of the 1 Month Notice to End Tenancy for Cause dated January 31, 2015.

Analysis

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,

(a) the landlord makes an oral request for an order of possession, and

(b) **the director dismisses the tenant's application or upholds the landlord's notice.**

As the Tenant did not appear at the hearing to dispute the Notice to End the Tenancy the Tenant's application is dismissed without leave to reapply, I grant the Landlord an Order of Possession effective at 1:00 p.m. March 31, 2015.

Further as the Landlord has been successful in this matter I order the Landlord to retain \$50.00 of the Tenant's security deposit to recover the filing fee for this proceeding.

As the Tenant has not been successful in this matter I order the Tenant to bear the cost of the application of \$50.00 which the Tenant has already paid.

Conclusion

An Order of Possession has been issued to the Landlord with an effective vacancy dated of 1:00 p. m. March 31, 2015.

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: March 16, 2015

Residential Tenancy Branch

