



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GRAND UNION HOLDINGS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") 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 did not attend this hearing, although I waited until 11:15 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 11:00 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, and to make submissions.

The representative for the landlord ("the landlord") testified that the tenant was personally served with the 1 Month Notice to End Tenancy for Cause ("1 Month Notice") on January 19, 2015. A copy of the notice was submitted for this hearing. I find the tenant duly served with the 1 Month Notice pursuant to section 88 of the *Act*. The representative for the landlord also testified that the tenant was personally served with the landlord's Application for Dispute Resolution package and Notice of Hearing on February 27, 2015. Based on the landlord's sworn and undisputed testimony and pursuant to section 89 of the *Act*, I find the tenant duly served with the landlord's dispute resolution package.

### Issues 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

The landlord testified that he did not know the date that this tenancy started. He testified that he believed the tenant had been residing on the residential premises for approximately one to two years. He testified that the rental amount of \$400.00 per

month was paid directly by the Ministry of Housing and Social Development (“the Ministry”) on behalf of the tenant. The landlord testified that he continues to hold a security deposit in the amount of \$200.00 paid at the beginning of the tenancy. He also testified that there was no written tenancy agreement created for this tenant.

The landlord testified that he has received warnings from the city inspectors with respect to the state of the tenant’s rental unit. He provided no specifics but testified that he asked the tenant to clean out his residence but the tenant had not done so. The landlord also testified that the tenant have stated they are trying to find a new place to live. The landlord stated that he was concerned that the city inspectors would return soon and that there would be serious consequences for the tenant’s rental unit condition.

The landlord also testified that the rules of the rental residence do not allow for visitors after 11:00 p.m. or any visitors overnight. The landlord testified that the tenant have frequently violated this rule and can be noisy.

The landlord did provide sworn and undisputed testimony at this hearing. However, he did not submit any supporting evidence with his application. He did not submit any pictures or documentary evidence illustrating the state of the tenant’s rental unit. He did not submit any letters of complaint from neighbours or any letters from the city with respect to the inspector’s concerns about the tenant’s unit.

### Analysis

The landlord’s only evidentiary submission to support his application was to provide a copy of the Notice to End Tenancy that relies on two grounds:

1. there are an unreasonable number of occupants in a rental unit;
2. the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property.

Section 47 of the *Residential Tenancy Act* provides that a landlord may end a tenancy under one of several grounds including non-payment of the security deposit or rent, committing illegal activity that impacts the tenancy and other grounds that justify “cause” to end the tenancy.

Section 47(4) of the *Act* states that a tenant may dispute a 1 Month Notice to End Tenancy under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice. In this case, the landlord testified that

the tenant received his notice in person on January 19, 2015. Section 47(5) states that, if a tenant does not make an application to dispute a notice to end tenancy, the tenant is conclusively presumed to have accepted the notice to end tenancy.

The landlord provided minimal documentary evidence. However, he provided sworn, undisputed testimony. The tenant did not respond to the 1 Month Notice to End Tenancy by filing for dispute resolution within 10 Days of receiving the 1 Month Notice. The tenant did not respond to the landlord's application for dispute resolution. In this circumstance, the tenant's failure to take any action results in the end of the tenancy on the corrected effective date of February 28, 2015. As the tenant has not vacated the premises as of the date of this hearing, I find that the landlord is entitled to a 2 day Order of Possession.

### Conclusion

I find that the landlord is entitled to a 2 day Order of Possession. I am granting the landlords an Order of Possession to be effective two days after notice is served to 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 was successful in this application, I find that the landlord is entitled to recover the \$50.00 filing fee paid for this application. I order that the landlord retain \$50.00 of the tenant's security deposit. The security deposit is reduced from \$200.00 to \$150.00.

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 31, 2015

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Residential Tenancy Branch

