



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF, MND, MNDC

Introduction

This hearing dealt with an application by the landlord for an order of possession and monetary order. 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 having a witness present when personally serving the female tenant on February 20, 2015. I found that the tenants had been properly served in accordance with Section 89 of the Act with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence. The landlord gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Background and Evidence

The landlord gave the following undisputed testimony:

The tenancy began on or about August 6, 2014. Rent in the amount of \$750.00 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 \$375.00. The landlord stated that shortly after the tenants moved in they began to start trouble. The landlord stated that the tenants frequently engaged in loud arguments. The landlord stated that often the arguments would escalate into objects being thrown and the result was damage to the walls and doors of the subject unit. The landlord stated that police have attended at least a half a dozen times. The landlord stated that the male tenant has assaulted the female tenant on more than one occasion. The landlord

issued a notice on January 30, 2015 with an effective date of February 28, 2015. The landlord stated that the tenants refused to move and have not paid for March's rent.

Analysis

When a landlord issues a notice under Section 47 of the Act they bear the responsibility to provide sufficient evidence for the issuance of that notice. The landlord issued the notice on the grounds that "the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord". Based on the landlord and the witness testimony before me; in addition to the tenants not filing to dispute the notice, I find that the landlord is entitled to an 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.

The landlord has also filed for a monetary claim for damages to the unit. The landlord is not sure how much the damage will cost to repair as he has not undertaken the repairs as of this date; accordingly I dismiss the landlords' application for a monetary claim as he is premature in this application and is granted leave to reapply.

The landlord is entitled to the recovery of the \$50.00 filing fee. The landlord is entitled to retain \$50.00 from the security deposit to satisfy that claim.

Conclusion

The landlord is granted an order of possession. The One Month Notice to End Tenancy for Cause dated January 30, 2015 with an effective date of February 28, 2015 is of full effect and force. The tenancy is terminated. The landlord is entitled to 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: March 23, 2015

Residential Tenancy Branch

