



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Canadian Mental Health Association for the Kootenays
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlords for an Order of Possession for cause and to recover the filing fee from the tenant for the cost of the application.

The named landlord attended the hearing and also represented the landlord association, and was accompanied by 2 witnesses who did not testify or take part in the proceedings. However, despite being served with the Landlord's Application for Dispute Resolution and notice of this hearing by registered mail on April 8, 2015 no one for the tenant attended the hearing. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the landlord. The landlord testified that the tenant was served on that date and in that manner and has provided a copy of a Canada Post cash register receipt and Registered Domestic Customer Receipt both bearing that date, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence and testimony provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

- Are the landlords entitled under the *Residential Tenancy Act* to an Order of Possession for cause?

Background and Evidence

The landlord testified that this month-to-month tenancy began on September 17, 2014 and the tenant still resides in the rental unit. Rent in the amount of \$569.00 per month

is payable in advance on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit in the amount of \$317.00 which is still held in trust by the landlord, and no pet damage deposit was collected. A copy of the tenancy agreement has been provided.

The landlord further testified that the tenant was served on February 17, 2015 with a 1 Month Notice to End Tenancy for Cause, a copy of which has been provided. The landlord testified that she personally taped it to the door of the rental unit on that date and has also provided a Proof of Service document bearing that information which is also witnessed by a person who was present when it was served. The notice is dated February 17, 2015 and contains an expected date of vacancy of March 31, 2015. The reasons for issuing the notice are:

- Tenant or a person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord;
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
- Tenant has engaged in illegal activity that has, or is likely to:
 - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord;
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so;
- Tenant has assigned or sublet the rental unit/site without landlord's written consent.

The landlord testified that the landlords had cause to issue the notice. The tenant has not moved out of the rental unit and has not served the landlord with an application for dispute resolution disputing the notice. The landlord requests an Order of Possession effective May 31, 2015 and a monetary order for recovery of the filing fee.

Analysis

The *Residential Tenancy Act* states that once a tenant is served with a 1 Month Notice to End Tenancy for Cause, the tenant has 10 days to dispute the notice. If the tenant does not, the tenant is conclusively presumed to have accepted the end of the tenancy. I have reviewed the notice, and I find that it is in the approved form and contains information required by the *Act*. I also accept the testimony and evidentiary material provided by the landlord that the notice was served on February 17, 2015 by taping it to the door of the rental unit, and documents served in that manner are deemed to have

been served 3 days later. The tenant did not dispute the notice or move out of the rental unit by the effective date contained in the notice, and I am satisfied that the landlord is entitled to an Order of Possession. The landlord requested that the effective date be May 31, 2015, and I so order.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective May 31, 2015 at 1:00 p.m.

I further grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$50.00.

These orders are final and binding and may be enforced.

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: May 14, 2015

Residential Tenancy Branch

