



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Atira Women's Resource Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPC

Introduction

This hearing concerns the landlord's application for an order of possession. Agents for the landlord attended and gave affirmed testimony. The tenant did not appear.

The landlord testified that on March 26, 2015 the application for dispute resolution and notice of hearing (the "hearing package") was personally served on the tenant. Based on the affirmed / undisputed testimony of the landlord I find that the tenant was duly served in accordance with section 89 of the Act which speaks to **Special rules for certain documents**. Specifically, section 89 provides in part:

89(1) An application for dispute resolution or a decision of the director to proceed with a review under Division 2 of Part 5, when required to be given to one party by another, must be given in one of the following ways:

(a) by leaving a copy with the person;

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

There is no written tenancy agreement in evidence for this tenancy which began on September 25, 2014. Monthly rent of \$375.00 is due and payable in advance on the first day of each month, and a security deposit of \$225.00 was collected.

Pursuant to section 47 of the Act which addresses **Landlord's notice: cause**, the landlord issued a 1 month notice to end tenancy dated December 29, 2014. The notice was served by posting to the unit door on that same date. A copy of the notice was

submitted in evidence. The date shown by when the tenant must vacate the unit is January 31, 2015, and reasons shown in support of its issuance are as follows:

Tenant or a person permitted on the property by the tenant has:

significantly interfered with or unreasonably disturbed 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

Additional documentary evidence submitted by the landlord includes copies of correspondence sent to the tenant in which the landlord's concerns about the tenancy are set out. These concerns include, but are not necessarily limited to, the tenant's insistence on having a live-in male occupant / partner in a unit which accommodates only women, and a threatening altercation between the tenant's male partner and staff which led to Police being called. Additionally, the landlord has described an incident where the tenant herself uttered verbal threats toward staff and wielded a "large knife."

The tenant did not apply to dispute the notice to end tenancy, and she still resides in the unit. The landlord's application for dispute resolution was filed on March 26, 2015.

Analysis

Section 47 of the Act provides in part as follows:

47(1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

(d) the tenant or a person permitted on the residential property by the tenant has

(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,

(h) the tenant

(i) has failed to comply with a material term, and

(ii) has not corrected the situation within a reasonable time after the landlord gives written notice to do so;

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant was served with a 1 month notice to end tenancy for cause dated December 29, 2014. The tenant did not dispute the notice within the 10 day period available for doing so after receiving the notice. The tenant is therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the notice.

Further to the above, I find that the landlord has met the burden of proving that the tenant has “significantly interfered with or unreasonably disturbed another occupant or the landlord.” Additionally, I find that the tenant has “failed to comply with a material term” of the tenancy agreement, and that she “has not corrected the situation within a reasonable time after the landlord gives written notice to do so.”

Following from all of the foregoing, I find that the landlord has established entitlement to an **order of possession**.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **May 31, 2015**. This order must be served on the tenant. 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.

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 05, 2015

Residential Tenancy Branch

