



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EL RANCHO APARTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing was convened as a result of the Landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for an Order of Possession based on a Notice to End Tenancy for Cause issued on March 29, 2015 (the "Notice").

The Landlord's manager, R.P., attended the teleconference hearing (hereinafter referred to as the "Landlord"). During the hearing the Landlord was given the opportunity to provide his evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

As the Tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") was considered. The Landlord testified that the Notice of Hearing was personally served on the Tenant at the rental unit on May 20, 2015. Accordingly, I find that the Tenant was sufficiently served as of that date under the *Act* as a result.

Issue to be Decided

Is the Landlord entitled to an Order of Possession?

Background and Evidence

The Landlord testified that the tenancy began approximately one year ago. Monthly rent was payable in the amount of \$860.00 per month in addition to \$20.00 per month for laundry charges. The Tenant paid a \$430.00 security deposit.

The Landlord testified that the tenancy has been wrought with problems. He says the Tenant disrupts other occupants, plays loud music into all hours of the night, appears to be involved in illegal activities, including prostitution and drug dealing. The Landlord

testified that other residents have moved from the rental unit citing issues with the Tenant as their primary reason for ending their tenancy. The Landlord stated that the Tenant enters other rental units without the occupants knowledge or consent asking for money, or propositioning them. The Landlord stated that the Tenant makes sexual advances to residents of the rental building, pedestrians who are passing by, and a boy who is only in grade eight.

The Landlord testified that he has issued numerous notices to end tenancy, including the Notice upon which this application was based, citing the following reasons:

The reasons cited in the Notice were as follows:

- the Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; and
- the 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.

Introduced in evidence were copies of the various notices, including the March 29, 2015 hearing. The Landlord also introduced letters from various residents of the rental building in which the writers detail their concerns with the Tenant's behaviour. One such letter confirms the writer ended their tenancy because they no longer wished to live near the Tenant.

The Landlord testified that the Notice was personally served on the Tenant as well as by attaching to the Rental Unit door on March 29, 2015.

The Tenant failed to make an application to dispute the Notice.

Analysis

Based on the above, the undisputed testimony and evidence, and on a balance of probabilities, I find as follows:

I am satisfied that the Landlord has met the burden of proving that the tenancy should end for Cause. I find that the Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord. I am persuaded by the letters from other occupants as well as the undisputed testimony of the Landlord that the Tenant's behaviour has caused other residents to end their tenancy.

The Tenant did file to dispute the Notice and 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.

I find that the Landlord is entitled to an Order of Possession effective **two days** after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The Tenant failed to dispute the Notice and did not attend the hearing. The Landlord is entitled to an Order of Possession effective two days after service.

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: July 07, 2015

Residential Tenancy Branch

