



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession based on a Notice to End Tenancy for Cause issued on April 30, 2015 (the "Notice") and to recover the filing fee for the Application.

Only the Landlord's agents, T.P., T.A. and K.S. appeared at the hearing (hereinafter referred to collectively as the "Landlord"). T.P. gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions to me.

T.P. testified that she served the Tenant with the Notice of Hearing and the Landlord's Application on June 3, 2015 by registered mail. Under the Act documents served this way are deemed served five days later; accordingly, I find the Tenant was duly served as of June 8, 2015.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

Is the Landlord entitled to an Order of Possession and monetary relief?

Background and Evidence

Introduced in evidence was a copy of the residential tenancy agreement which indicated the following: the tenancy began February 1, 2015; monthly rent was payable in the amount of \$925.00 payable on the first of the month. A security deposit in the amount of \$462.50 was paid at the start of the tenancy.

Introduced in evidence were letters from the Landlord to the Tenant dated April 7, 2015, April 10, 2015, and April 25, 2015 wherein the Landlord details complaints made by other occupants in the rental building about the Tenant's behaviour including noise complaints, complaints about individuals climbing up the side of the building to the rental unit, police attendance and alleged "drug activity". In the final letter, the Landlord writes that it is "final warning".

Also introduced in evidence was a document from V.C., who appears to be the occupant residing directly below the rental suite, wherein she writes about continued noise disturbances, occurring nearly daily in the month of April 2015.

On April 30, 2015 the Landlord issued the Notice citing the following reasons:

"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; and
- put the landlord's property at significant risk.

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; and,
- jeopardize a lawful right or interest of another occupant or the landlord."

Based on the testimony of T.P. I find that the Tenant was personally served with the Notice on April 30, 2015. The Notice informed the Tenant that the Tenant had ten days from the date of service to dispute the Notice by filing an Application for Dispute Resolution. T.P. confirmed that the Tenant did not apply to dispute the Notice.

T.P. testified that the Tenant called the Landlord on June 30, 2015 to advise that she had vacated the rental unit on May 31, 2015. T.P. testified that although the Tenant gave up possession of the rental unit, the Landlord has reason to believe that others, possibly friends of the Tenant, continue to occupy the rental unit and it is for this reason the Landlord seeks an Order of Possession.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows. The Tenant did not apply to dispute the Notice and is therefore conclusively presumed under section 47(4) of the Act to have accepted that the tenancy ended on the effective date of the Notice. Accordingly, 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.

I find that the Landlord has established a total monetary claim of the \$50.00 fee paid by the Landlord for this application.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Tenant did not file to dispute the Notice to End Tenancy. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy.

The Landlord is granted an order of possession and is granted a monetary order for the filing fee.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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 16, 2015

Residential Tenancy Branch

