



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Atira Property Management Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an Order of Possession for cause.

An agent for the landlord company attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. The tenant attended the conference call hearing, but disconnected during the course of the testimony of the landlord's agent.

No issues with respect to service or delivery of documents or evidence were raised. All evidence has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Is the landlord entitled under the *Residential Tenancy Act* to an Order of Possession for cause?

Background and Evidence

The landlord's agent testified that the tenant moved into the rental complex on September 11, 2013 and then to another unit on July 1, 2015, and still resides in that rental unit. Rent in the amount of \$375.00 is payable in advance on the last day of each month for the following month, and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$187.50 which is still held in trust by the landlord, and no pet damage deposit was collected.

The landlord's agent further testified that the tenant was personally served with a 1 Month Notice to End Tenancy for Cause on June 8, 2015 by another agent of the landlord. A copy of the notice has been provided and it is dated June 5, 2015 and

contains an effective date of vacancy of August 7, 2015. The reasons for ending the tenancy noted on page 2 of the notice are:

- Tenant has allowed an unreasonable number of occupants in the unit/site;
- 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;
 - put the landlord's property at significant risk;
- Tenant has engaged in illegal activity that has, or is likely to:
 - damage the landlord's property;
 - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord;
- Tenant has caused extraordinary damage to the unit/site or property/park.

The landlord's agent testified that critical incident reports are completed by agents of the landlord, and this tenant is often the subject of those incidents. The landlord's agent receives the reports and checks camera footage which has shown the tenant taking bikes and other items from others and then paints them in the hallway. On another occasion, the landlord's agent viewed the tenant speaking with another tenant, and the tenant hit the fellow in the hand with a hammer. The injured tenant was seen thereafter with bandaging on his hand. The tenant is verbally abusive to the landlord's staff, has no respect for others, allows known violent people into the building, and creates havoc.

The landlord has not been served with an application for dispute resolution by the tenant disputing the notice.

Analysis

Once a tenant is served with a 1 Month Notice to End Tenancy for Cause, the tenant has 10 days to dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant fails to do so, the *Residential Tenancy Act* specifies that the tenant is conclusively presumed to have accepted the end of the tenancy. In this case, the landlord has not been served with such an application, and there is no such application before me.

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 undisputed testimony of the landlord's agent that the tenant was served with the notice on June 8, 2015.

In the circumstances, I am satisfied that the tenant is conclusively presumed to have accepted the end of the tenancy and the landlord is entitled to an Order of Possession on 2 days notice to the tenant.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee, and I grant a monetary order in favour of the landlord for that amount.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord on 2 days notice to the tenant.

I further grant a monetary order in favour of the landlord as against the tenant pursuant to Sections 67 and 72 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: October 19, 2015

Residential Tenancy Branch

