



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Sanford Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNSD

Introduction

This was a hearing with respect to the landlord's application for an order for possession pursuant to a one month Notice to End Tenancy for cause and for an order to retain the security deposit. The hearing was conducted by conference call. The landlord's representative called in and participated in the hearing. The tenant did not attend, although she was served with the application and Notice of Hearing sent by registered mail on July 9, 2015.

Issue(s) to be Decided

Is the landlord entitled to an order for possession?

Is the landlord entitled to an order permitting it to retain the tenant's security deposit?

Background and Evidence

The rental unit is an apartment in a subsidized housing complex in Vancouver. The tenancy began in May, 2013. On July 7, 2015 the landlord served the tenant with a one month Notice to End Tenancy for cause, by posting the notice to the door of the rental unit. The Notice to End Tenancy required the tenant to move out of the rental unit by the end of August. The grounds for the Notice to End Tenancy were that the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord. The Notice to End Tenancy also alleged other reasons for ending the tenancy, including jeopardizing the health or safety of other occupants, putting the landlord's property at significant risk and engaging in illegal activity that has damaged the landlord's property.

The landlord provided evidence in the form of incident reports to disturbances caused by the tenant and her guests at the rental property. The police have had to attend the rental property in response to underage and disruptive guests and after an incident

involving the police on July 7, 2015, the landlord served the tenant with a one month Notice to End Tenancy for cause.

Analysis

The tenant was served with a Notice to End Tenancy for cause. The tenant did not apply to dispute the Notice and, pursuant to section 47 (5) of the *Residential Tenancy Act*, she is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy. The tenant has not moved out of the rental unit and the effective date of the Notice has passed. I find that the landlord is entitled to an order for 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.

The landlord requested an order to retain the tenant's security deposit. the landlord's representative said at the hearing that this was on account of damage to the rental property. I do not have evidence to support a monetary claim for damage on this application and the landlord's claim for an order to retain the tenant's deposit is dismissed with leave to reapply.

Conclusion

The landlord has been granted an order for possession. The application to retain the security deposit has been dismissed with leave to reapply.

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 01, 2015

Residential Tenancy Branch

