



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an order of possession for cause, and for a monetary order for recovery of the filing fee for this application.

The landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, despite being personally served with the Landlord Application for Dispute Resolution and notice of this hearing on October 17, 2015, no one for the tenant attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the landlord. The landlord testified under affirmation that the tenant was served on that date and in that manner by the landlord, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

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 testified that this month-to-month tenancy began on August 1, 2001 and the tenant still resides in the rental unit. Rent in the amount of \$798.00 per month is currently payable in advance on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$337.50 which is still held in trust by the landlord, and no pet damage deposit was collected. A copy of the tenancy agreement has been provided. The rental unit is a 1 bedroom suite in an apartment building containing 47 apartments, and the landlord is the building manager.

On August 18, 2015 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause by posting it to the door of the rental unit. A copy of the first page of the 2-page form has been provided and it is dated August 18, 2015 and contains an effective date of vacancy of September 30, 2015. The landlord testified that both pages of the 2-page form were served on the tenant, and page 2 was on the back side of page 1. The landlord testified that the reasons for issuing the notice are: 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; Tenant has assigned or sublet the unit/site without the landlord's written consent. The landlord was permitted to provide to me by facsimile a copy of both sides of the notice after the hearing concluded. That evidence has now been received and the reasons for issuing the notice are:

- 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;
- Tenant has assigned or sublet the rental unit/site without landlord's written consent.

The landlord further testified that the tenant was harboring an individual known by police, and has a hoarding and drinking problem. The landlord had cause to issue the notice, and the landlord has not been served with an application for dispute resolution by the tenant disputing the notice.

The landlord seeks an Order of Possession and recovery of the filing fee.

Analysis

The *Residential Tenancy Act* states that where a tenant is served with a 1 Month Notice to End Tenancy for Cause, the tenant has 10 days to dispute the notice. If the tenant fails to do so, the tenant is conclusively presumed to have accepted the end of the tenancy and must move out of the rental unit by the effective date contained in the notice. I have received both pages of the 2-page notice, and I find that it is in the approved form and contains information required by the *Act*. I also find that the reasons for issuing the notice are consistent with the landlord's affirmed testimony.

I am also satisfied that the tenant was served with the notice on August 18, 2015, which is deemed to have been served 3 days later, or August 21, 2015. The tenant has not disputed the notice has not moved out of the rental unit. Therefore, I find 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, I grant a monetary order in favour of the landlord for recovery of the \$50.00 filing fee.

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 Section 67 of the *Residential Tenancy Act* in the amount of \$50.00.

This order is 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: November 24, 2015

Residential Tenancy Branch

