



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Columbus Charities Association
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNDC, FF, O

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. The hearing was conducted by conference call. The landlord's representatives called in and participated in the hearing. The tenant did not appear although he was served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on January 15, 2016.

Issues

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order?

Background and Evidence

This tenancy began in 2010. The monthly rent is \$465.00 due in advance on the first day of each month. The tenant did not pay a security deposit. On October 21, 2015 the tenant was personally served with a one month Notice to End Tenancy for cause. There were several stated reasons for ending the tenancy. The landlord said that, among other reasons, the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord. The landlord provided statements about the tenant's conduct and complaints from several occupants of the rental property who have been disturbed and upset by the tenant's actions that amount to harassment and stalking. The landlord's statements and chronology of events disclose a history of disturbing behaviour by the tenant that threatens the safety and well-being of other occupants and that puts the landlord's property at risk.

The tenant did not file an application to dispute the Notice to End Tenancy and he has not paid rent since October, 2015. The tenant continues to reside in the rental unit, but he is avoiding all the landlord's attempts to communicate with him.

Analysis

Section 47 of the Act provides that upon receipt of a Notice to End Tenancy for cause the tenant may, within 10 days after he receives the Notice, dispute the notice by filing

an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenant does not dispute the Notice to End Tenancy, he is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. The Notice to End Tenancy required the tenant to move out of the rental unit by November 30, 2015.

Conclusion

Order of Possession – The effective date of the Notice to End Tenancy has passed; based on the above background, evidence and analysis 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.

Monetary Order – The tenant has not paid rent since October. In the application the landlord claimed rent for November and December in the amount of \$930.00. the landlord's representative testified that rent has not been paid for January or for February. The tenant is aware that rent is payable monthly and has not been paid although he continues to reside in the unit. I therefor allow the landlord to amend its claim to claim rent for January and February. I find that the landlord has established a total monetary claim of \$1,860.00 for the outstanding rent for November, December, January and February. The landlord is entitled to recover the \$100.00 filing fee for this application for a total award of \$1,960.00 and I grant the landlord an order under section 67 fin the said amount. This order may be filed in the Small Claims Court and enforced as an order of that Court. The landlord has leave to apply for a further monetary award after it has obtained possession of the rental unit.

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: March 01, 2016

Residential Tenancy Branch

