



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1044645 BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: ET / OP, FF

Introduction

This hearing was scheduled in response to the landlord's application for an early end to tenancy / an order of possession, in addition to recovery of the filing fee. The landlord's agent (the "landlord") attended and gave affirmed testimony. The tenant did not appear.

The landlord testified that the application for dispute resolution and the notice of hearing (the "hearing package") was served by way of registered mail. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail. The Canada Post website informs that the hearing package was "accepted at the Post Office" on February 11, 2016, and that on February 12, 2016 there was "attempted delivery" and a notice card was left indicating where the hearing package could be picked up.

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, and pursuant to section 89 of the Act which addresses **Special rules for certain documents**, I find that the hearing package was served in accordance with the Act. Further, pursuant to section 90 of the Act which addresses **When documents are considered to have been received**, I find that the tenant is deemed to have received the hearing package on February 16, 2016, which is five (5) days after it was mailed.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began December 11, 2015. Monthly rent of \$550.00 is due and payable in advance on the first day of each month, and a security deposit of \$275.00 was collected.

Pursuant to section 47 of the Act which addresses **Landlord's notice: cause**, the landlord issued a 1 month notice to end tenancy dated January 12, 2016. The notice was personally served on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is March 01, 2016. Reasons identified on the notice in support of its issuance are as follows:

Tenant has allowed an unreasonable number of occupants in the unit.

Tenant or a person permitted on the property by the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord

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
- jeopardize a lawful right or interest of another occupant or the landlord

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so

Subsequently, the tenant did not dispute the notice, and the landlord testified that the tenant appears to have vacated the unit on or about March 02, 2016. Despite the foregoing, the landlord understands that not all of the tenant's personal belongings have yet been removed from the unit. While the landlord issued a 1 month notice to end tenancy, the landlord does not seek an order of possession on the basis of that notice. Rather, the landlord seeks an order of possession on the basis of section 56 of the Act, which addresses **Application for order ending tenancy early**.

Miscellaneous concerns arising from the tenancy and leading to the landlord's application include, but are not necessarily limited to, complaints about late night noise from the unit, comings and goings from the unit "at all hours," alleged drug dealing, and numerous calls to police. The landlord's application for dispute resolution was filed on February 04, 2016.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant was served with a 1 month notice to end tenancy dated January 12, 2016. The tenant did not dispute the notice and he appears to have undertaken to vacate the unit. Despite this, the landlord continues to seek an order of possession, as the tenant has still not apparently removed all of his personal belongings from the unit.

Section 56 of the Act addresses **Application for order ending tenancy early**, and provides in part:

56(1) A landlord may make an application for dispute resolution to request an order

(a) ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under section 47 [*landlord's notice: cause*], and

(b) granting the landlord an order of possession in respect of the rental unit.

(2) The director may make an order specifying an earlier date on which a tenancy ends and the effective date of the order of possession only if satisfied, in the case of a landlord's application,

(a) the tenant or a person permitted on the residential property by the tenant has done any of the following:

(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, and in the absence of the tenant at the hearing although duly served with the application for dispute resolution, I find that the landlord has established entitlement to an **early end to tenancy** and an **order of possession**. Specifically, I find that the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

As the landlord has succeeded with the principal aspect of the application, I find that the landlord has also established entitlement to recovery of the filing fee. I order that the landlord may recover the filing fee by way of withholding **\$100.00** from the tenant's security deposit.

As to the disposition of the balance of the security deposit, the attention of the parties is drawn to section 38 of the Act which addresses **Return of security deposit and pet damage deposit**.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenant. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I order that the landlord may withhold **\$100.00** from the tenant's security deposit in order to recover the filing fee.

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 07, 2016

Residential Tenancy Branch

