



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for cause pursuant to section 55.

The landlords attended the hearing via conference call and provided undisputed testimony. The tenant did not attend or submit any documentary evidence. The landlords stated that the tenant was served with the notice of hearing package and the submitted documentary evidence via Courier Service with a signature requirement on July 5, 2016. I accept the undisputed affirmed testimony of the landlords and find that the tenant was properly served as per sections 88 and 89 of the Act. The tenant is deemed to have been served 5 days later as per section 90 of the Act.

Issue(s) to be Decided

Are the landlords entitled to an order of possession for cause?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

On May 13, 2016 the landlord's agent (D.S.) served the tenant with the 1 Month Notice dated May 10, 2016 by posting it to the rental unit door. The 1 Month Notice sets out an effective end of tenancy date of June 30, 2016 and that it was being given as:

- the tenant or person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord;
- the tenant has caused extraordinary damage to the unit.
- the tenant has not done required repairs of damage to the unit/site.

The landlords have provided written details stating that the tenant has repeatedly bothered other tenants by screaming, yelling, slamming doors and playing her music late at night. The landlords also stated that upon a suite inspection on May 21, 2016 the landlords noticed 2 broken bedroom windows which as of the date of the hearing have not yet been repaired by the

tenant. The landlords also noted that the tenant had an additional guest living in the garage which was converted into a bedroom without the landlords' permission.

Analysis

In an application to cancel a 1 Month Notice, the landlord has the onus of proving on a balance of probabilities that at least one of the reasons set out in the notice is met.

I accept the undisputed affirmed evidence of the landlords and find that the tenant was properly served with the 1 Month Notice dated May 10, 2016 on May 13, 2016 by posting it to the rental unit door.

Pursuant to subsection 47(5), the 1 Month Notice states that the tenant had ten days, from the date of service of that notice, to apply for dispute resolution or the tenant would be presumed to have accepted that the tenancy would end on the effective date of the 1 Month Notice. The tenants did not apply to dispute the 1 Month Notice within ten days from the date of service. For the reasons outlined above, I find that the 1 Month Notice is validly issued and that the tenant is conclusively presumed to have accepted that the tenancy was at an end. The landlords are entitled to an order of possession effective 2 days after service upon the tenant as the original effective end of tenancy date of June 30, 2016 has passed.

Conclusion

The landlords are granted an order of possession.

The landlord is provided with a formal copy of an order of possession. The tenant must be served with the order of possession. Should the tenant(s) fail to comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

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: August 16, 2016

Residential Tenancy Branch