



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, OPB, FF

### Introduction

This hearing dealt with an application by the landlord seeking an order of possession and an order to recover the filing fee for this application. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to the recovery of the filing fee for this application?

### Background and Evidence

The landlord gave the following testimony. The tenancy began on or about June 2001 in a different unit, but in October 2008 the tenants moved into the subject unit. Rent in the amount of \$926.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$375.50.

The landlord stated that a One Month Notice to End Tenancy for Cause on July 6, 2016. The landlord stated that one of the grounds the notice was issued on was that the tenants significantly interfered with or unreasonably disturbed another occupant or the

landlord. The landlord stated that there were over two dozen incidents in the past four years and that it often involved, yelling, drinking, swearing and fighting at all hours of the night. The landlord stated that the police were involved several times. The landlord stated in January 2014 the tenants promised that this behavior would stop and asked for one more chance, which the landlord gave them. The landlord stated that they have tried to work with the tenants in the past, but to no avail. The landlord stated that they seek an order of possession.

The tenants gave the following testimony. The tenants stated that they do not dispute the allegations or the evidence submitted by the landlord. The tenants stated that AP was the cause of all of the problems due to his excessive drinking. The tenants stated that AP has moved out and ask the landlords forgiveness and one last chance to stay. The tenants stated that they will not be a problem from this point onward.

### Analysis

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 arguments are reproduced here. The principal aspects of the landlords' application and my findings are set out below.

I accept the landlord's undisputed testimony and I find that the tenant was served with a notice to end tenancy for Cause. The tenant did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. In addition, the tenant does not dispute the evidence as put forth by the landlord. Based on the above facts I find that the landlord is entitled to an order of possession pursuant to Section 55 of the Act. The tenant must be served with the order of possession. 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.

The landlord is also entitled to recovery of the \$100.00 filing fee. I order that the landlord retain \$100.00 from the security deposit in full satisfaction of the claim.

Conclusion

The landlord is granted an order of possession. The One Month Notice to End Tenancy for Cause dated July 6, 2016 with an effective date of August 31, 2016 is confirmed.

The notice is of full effect and force. The tenancy is terminated.

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: September 14, 2016

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Residential Tenancy Branch

