



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF, MND

Introduction

This hearing dealt with application from the landlord under the *Residential Tenancy Act* (the *Act*). The landlord applied for:

- authorization to recover his filing fee for this application from the tenant pursuant to section 72.
- a monetary order for damage to the rental unit pursuant to section 67; and
- an order of possession pursuant to Section 55

The landlord submitted documentary evidence that the tenant was served notice of this application and this hearing by courier on September 19, 2016 however the tenant refused service. Courier postal tracking information was submitted in the landlord's evidence to reflect the above. Based on the submissions of the landlord, I find the tenant was served notice of this proceeding September 19, 2016, pursuant to section 89 of the *Act*. Therefore, I continued in the absence of the tenant.

Preliminary issue

At the outset of the hearing the landlord requested to withdraw the monetary portion of his claim as he will consider making a separate monetary claim if he is successful in this application and after inspecting the unit. I grant the request of the landlord and allow him to withdraw the monetary portion of this application.

Issue(s) to be Decided

Is the landlord entitled to recover the filing fee for this application from the tenant?
Is the landlord entitled to an order of possession?

Background and Evidence

The landlord gave the following testimony. The tenancy began on or about March 15, 2015. Rent in the amount of \$700.00 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 \$350.00. The landlord testified that he issued a One Month Notice to End Tenancy for Cause by personally serving the tenant on July 27, 2016. The landlord testified that he issued the notice on numerous grounds, one of which was that *“the tenant seriously jeopardized the health or safety or lawful right of another occupant or the landlord”*.

The landlord testified that the tenants' daughter assaulted his wife and that police attended. The landlord testified that the tenants' son is a drug addict that is running a “dial a dope” operation from the suite. The landlord testified that the tenant and her children have threatened him and his family on numerous occasions and with the criminal element attending at the home on a regular basis; the landlord is fearful of his safety and the safety of his family. The landlord testified that the police have attended on several occasions and have an ongoing investigation in regards to the tenant. The landlord requests an order of possession.

Analysis

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, I am satisfied that the landlord provided sufficient evidence to support the issuance of the notice on the ground that *“the tenant seriously jeopardized the health or safety or lawful right of another occupant or 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.

As the landlord was successful in this application he is entitled to the recovery of the \$100.00 filing fee. I order that the landlord is entitled to 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 27, 2016 is confirmed, it 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: November 03, 2016

Residential Tenancy Branch