



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Brookmere Gardens Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held on September 26, 2017. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession based on a One Month Notice to End Tenancy for Cause

The Landlord's Agent (the "Agent") provided affirmed testimony at the hearing. The Tenant did not attend the hearing.

The Agent testified that she attached a copy of the Notice of Hearing along with supporting documentary evidence to the front door of the rental unit on September 6, 2017. The Agent testified that service of this document was witnessed by a third party. Pursuant to sections 88 and 90 of the *Act*, documents served in this manner are deemed to be received 3 days later. I find the Tenant is deemed to have received the Notice of Hearing on September 9, 2017.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

- Is the landlord entitled to an order of possession under the *Act*?

Background and Evidence

The Landlord testified that she served the Tenant with a One Month Notice to End Tenancy for Cause (the Notice), by posting a copy to the door of the rental unit on August 18, 2017. Service of this document was witnessed by a third party, as per the Proof of Service document. The Agent listed the effective date of the Notice as September 30, 2017.

The Notice indicates the reasons for ending the tenancy are:

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

- significantly interfered with or unreasonably disturbed another occupant or the landlord.
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
- put the landlord's property at significant risk.

And, a Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to:

- damage the landlord's property.
- adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant.

Under the details of cause(s) section of the Notice, the Agent listed several incidents where the Tenant (or guests of) were fighting, yelling, crawling through windows, using drugs, being loud, and urinating on the building.

Analysis

Based on the affirmed testimony and documentary evidence, and on a balance of probabilities, I find:

Section 47 of the *Act* permits a landlord to end a tenancy for cause. A tenant who receives a notice to end tenancy for cause has 10 days after receipt to dispute it by making an application for dispute resolution. Failure to dispute the notice to end tenancy for cause in this period results in the conclusive presumption that the tenant has accepted the end of the tenancy.

In this case, the Agent issued the Notice on the bases indicated above. Based on the Agent's testimony and the Proof of Service document submitted with the Agent's documentary evidence, I am satisfied that the Agent served the Tenant with the Notice,

by posting a copy to the door of the rental unit on August 18, 2017. The Agent issued this Notice for cause, under section 47(1) of the *Act*. Pursuant to sections 88 and 90 of the *Act*, documents served in this manner are deemed to be received 3 days later. I find the Tenant received the Notice on August 21, 2017, and that the effective date of this Notice is September 30, 2017.

The Tenant had 10 days, until August 31, 2017, to dispute the notice, but did not do so. Accordingly, pursuant to section 47(5) of the *Act*, I find the Tenant is conclusively presumed to have accepted the end of the tenancy.

The Landlord is entitled to an order of possession, which will be effective on September 30, 2017, at 1:00 p.m., which is the effective date of the Notice.

Conclusion

The landlord is granted an order of possession effective **September 30, 2017**, at 1:00 p.m. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

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 27, 2017

Residential Tenancy Branch