



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC

### Introduction

This teleconference hearing was scheduled in response to an application by the Landlord under the *Residential Tenancy Act* for an Order of Possession based on a One Month Notice to End Tenancy for Cause (the “One Month Notice”).

The Landlord attended the hearing, while no one called in for the Tenant during the approximately 13 minute duration of the hearing. As the Tenant did not attend the hearing, the Notice of Dispute Resolution Proceeding (the “Notice of Hearing”) was addressed.

The Landlord provided affirmed and undisputed testimony that she served the Notice of Hearing package along with her evidence to the Tenant in person on March 7, 2018. The Landlord also submitted a Proof of Evidence form signed by a witness stating that the Notice of Hearing was delivered in person on March 7, 2018. I accept the Landlord’s testimony and evidence that the Tenant was sufficiently served with the Notice of Hearing.

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(s) to be Decided

Is the Landlord entitled to an Order of Possession?

### Background and Evidence

The tenancy began on July 1, 2015. Current rent is \$980.00 per month due on the first day of the month.

The Landlord testified that in 2016 she was having concerns with the amount of noise and disturbance caused by the Tenant and she issued a One Month Notice at this time. The Landlord further submitted that the Tenant had assured her in 2016 that the noise concerns would no longer be a problem. However, the Landlord stated that she has received many complaints from the neighbours about the noise caused by loud shouting and arguments heard coming from the rental unit.

On February 15, 2018, the Landlord issued another One Month Notice with the details of the cause listed as follows: "The tenant was sent letter of warning and then a one-month notice to end Tenancy for cause on July 6, 2016. She promised that will be quiet but she has not done so. She has been shouting and yelling with her partner and has seriously affected others in the building."

The One Month Notice was hand delivered to the Tenant on the same day it was signed; February 15, 2018. The Landlord submitted a Proof of Service form as evidence which was signed by a witness acknowledging delivery in person on February 15, 2018. The effective end of tenancy date of the One Month Notice was March 31, 2018.

The Landlord testified that the Tenant has informed her of plans to move out on the date of this hearing, however the Landlord would still like an Order of Possession in case the Tenant does not move out.

The Landlord testified that the Tenant paid half of the monthly rent for May 2018 in the amount of \$490.00 due to plans to vacate the rental unit on May 15, 2018.

### Analysis

In reviewing the One Month Notice that was submitted as evidence, I find that it meets the requirements of Section 52 of the *Residential Tenancy Act* (the *Act*).

As per Section 47(5) of the *Act*, if a tenant receives a One Month Notice and does not apply to dispute the notice within 10 days, they are conclusively presumed to have accepted that the tenancy is ending on the effective date of the notice. Based on the undisputed testimony of the Landlord and in the absence of an application by the Tenant disputing the notice, I find that the Tenant has accepted that the tenancy is

ending. As the Tenant did not move out on the effective end of tenancy date of the One Month Notice, an Order of Possession will be issued to the Landlord.

The Landlord testified that as of the date of this hearing, May 15, 2018, the Tenant had paid half of the monthly rent for May 2018. However, due to the time needed for the Landlord to receive and serve an Order of Possession, I issue an Order of Possession effective May 31, 2018 at 1:00 pm and caution the Tenant that they must pay any rent owing in accordance with Section 26 of the *Act*.

### Conclusion

I grant an **Order of Possession** to the Landlord effective **on May 31, 2018 at 1:00 pm**. Should the Tenant 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: May 15, 2018

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Residential Tenancy Branch