



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FFL

Introduction

This decision pertains to the Landlord's application for dispute resolution made on May 28, 2018, under the *Residential Tenancy Act* (the "Act"). The Landlord seeks an order of possession for cause and a monetary order for recovery of the filing fee.

The Landlord attended the hearing before me and was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The Landlord called one witness. The Tenant did not attend the hearing.

The Landlord testified that they served the Notice of Dispute Resolution Proceeding package (the "Notice of Dispute") by leaving a copy with the Tenant, in-person, on May 30, 2018, in the afternoon. The Tenant apparently "ripped it up" in front of the Landlord. I find that the Landlord served the Tenant with the Notice of Dispute in compliance with section 89(2)(a) of the Act.

While I have reviewed all oral and documentary evidence submitted, only relevant evidence pertaining to the issues of this application are considered in my decision.

Issues

1. Is the Landlord entitled to an order of possession for cause?
2. Is the Landlord entitled to a monetary order for recovery of the filing fee?

Background and Evidence

The Tenant currently resides in the rental unit, where he has lived for about 10 years. Monthly rent is \$650.00, and the Tenant paid a security deposit of \$325.00.

The Landlord testified that they served a One Month Notice to End Tenancy for Cause (the "Notice") by leaving a copy with the Tenant, in-person, on March 1, 2018. The Landlord testified that another tenant ("C.G.") witnessed this service. C.G. testified that he witnessed the Landlord serve the Tenant with the Notice. The Landlord submitted into evidence a copy of the Notice citing the tenant or a person permitted on the residential property by the tenant has significantly interfered with or disturbed another occupant or the landlord; seriously jeopardized the health, safety or lawful right of another occupant or the landlord; put the landlord's property at significant risk, with an effective vacate date of March 31, 2018.

The Tenant did not attend the hearing. There is no evidence before me indicating that the Tenant disputed the Notice within 10 days after receiving it, as permitted by section 47 (4) of the Act.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Section 47 (1) of the Act permits a landlord to end a tenancy by giving notice to end the tenancy for cause. A notice given must comply with sections 47 (2) and (3) of the Act. After receiving such a notice, a tenant may dispute it by applying for dispute resolution within 10 days.

Section 47 (5) of the Act states that a tenant who does not apply for dispute resolution within 10 days is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and, that the tenant must vacate the rental unit by that date.

Section 55 (1) (b) of the Act states that a landlord may request an order of possession of a rental unit when all of the following apply: (1) a notice to end the tenancy has been given by the landlord; (2) a tenant has not disputed the notice by applying for dispute resolution; and, (3) the time for applying has expired.

In this case, the Landlord gave notice to the Tenant to end the tenancy for cause

personally on March 1, 2018. The Notice complied with sections 47 (2) and (3). The Tenant did not apply for dispute resolution within 10 days after receiving the Notice.

Taking into consideration all of the evidence and the unchallenged testimony presented before me, and applying the law to the facts, I find on a balance of probabilities that the Landlord has met the onus of proving his claim for an order of possession for cause.

Pursuant to sections 47 and 55 of the Act, I grant an order of possession to the Landlord effective two days after service of this order on the Tenant.

As the Landlord was successful in his application, I grant him a monetary award of \$100.00 for recovery of the filing fee. The Landlord may retain \$100.00 of the Tenant's security deposit in full satisfaction of the award, pursuant to Section 72(2)(b).

Conclusion

I hereby grant an order of possession to the Landlord effective two (2) days after service of this order on the Tenant. This order may be filed in 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 Act.

Dated: July 17, 2018

Residential Tenancy Branch