



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PRINCETON AND DISTRICT COMMUNITY SERVICES SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FFL

Introduction

On September 6, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting an Order of Possession for Cause, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord attended the conference call hearing; however, the Tenant did not attend at any time during the 33-minute hearing. The Landlord testified that she personally served the Tenant with the Notice of Hearing by hand delivering a copy to the Tenant at the rental unit on September 13, 2018. I find that the Tenant has been duly served with the Notice of Hearing in accordance with Section 89 the Act. The Landlord was affirmed to be truthful in their testimony.

Rule 7.3 of the *Residential Tenancy Branch Rules of Procedure* states if a party or their agent fails to attend a hearing, the Arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the Application, with or without leave to re-apply.

As the Tenant did not call into the conference, the hearing was conducted in his absence and the Application was considered along with the evidence as presented by the Landlord.

Preliminary Matter

During the hearing, the Landlord withdrew her claim to be reimbursed for the filing fee.

Issue to be Decided

Should the Landlord receive an Order of Possession for the rental unit, in accordance with Section 55 of the Act?

Background and Evidence

The Landlord provided the following undisputed evidence:

The three-month, fixed term tenancy began on November 1, 2016 and continued on as a month-to-month tenancy. The Tenant paid \$374.00 in rent, plus utilities. The Landlord did not collect a security deposit.

The Landlord personally served the One-Month Notice to End Tenancy for Cause, dated July 16, 2018 (the "Notice"), to the Tenant on July 16, 2018, by handing it directly to the Tenant. The Notice stated that the Tenant must move out of the rental unit by August 31, 2018. The Landlord stated that the Tenant had been causing disturbances, permitting an unreasonable number of occupants in to the rental unit and adversely affecting the quiet enjoyment of other occupants of the residential property.

The Landlord provided examples of complaints, disturbances that required police attendance and the subsequent warning letters that were served on the Tenant from January 2017 through to July 16, 2018.

The Landlord stated that the Tenant has not paid any rent for September or October 2018 and still has possession of the unit. The Landlord is requesting an Order of Possession for the rental unit.

Analysis

Based on the Landlord's undisputed evidence, I am satisfied that the Landlord had sufficient grounds to issue the Notice and obtain an end to this tenancy for cause. The Tenant has not made application pursuant to Section 47(4) of the Act within ten days of receiving the One Month Notice. In accordance with Section 47(5) of the Act, the Tenant's failure to take this action within ten days led to the end of this tenancy on the effective date of the notice. In this case, this required the Tenant to vacate the premises by August 31, 2018. As that has not occurred, I find that the Landlord is entitled to a two-day Order of Possession which must be served on the Tenant. If the Tenant does not vacate the rental unit within the two days required, the Landlord may enforce this Order in the Supreme Court of British Columbia.

Conclusion

Pursuant to Section 55 of the Act, I am granting the Landlord an Order of Possession to be effective two days after notice is served on the Tenant. 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: October 23, 2018

Residential Tenancy Branch