



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This hearing was scheduled to convene at 9:30 a.m. on September 25, 2018 by way of conference call concerning an application made by the landlord seeking an Order of Possession for cause.

The landlord and a witness for the landlord attended the hearing and each gave affirmed testimony. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call. The landlord testified that the tenant was served with the Landlord Application for Dispute Resolution and notice of this hearing (the Hearing Package) by registered mail on August 10, 2018 and was permitted to send to me proof of such service after the hearing had concluded. I have now received a Canada Post cash register receipt bearing that date and a copy of the returned ad unclaimed envelope addressed to the tenant with a tracking number. I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

Has the landlord established that the One Month Notice to End Tenancy for Cause was issued in accordance with the *Residential Tenancy Act*?

Background and Evidence

The landlord testified that this month-to-month tenancy began in 2015 and the tenant still resides in the rental unit. Rent in the amount of \$1,300.00 per month is payable on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$650.00, which the landlord was ordered to keep at Arbitration in 2016.

The landlord further testified that he personally served the tenant with a One Month Notice to End Tenancy for Cause on April 30, 2018, a copy of which has been provided as evidence for this hearing. It is dated April 30, 2018 and contains an effective date of vacancy of May 31, 2018. The reasons for issuing it state:

- Tenant or a person permitted on the property by the tenant has:
 - put the landlord's property at significant risk;
- 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.

The landlord has also provided photographs of the yard of the rental home showing it very unkempt and littered with garbage bags and other debris. The landlord testified that it is dangerously messy, and the landlord cleaned it up at one point, but the tenant has continued to contribute to the mess in the yard. The landlord has not been able to enter the rental home, and realtors, insurance people and the mortgage company have all been denied access even with notice to the tenant.

The tenant has not served the landlord with an Application for Dispute Resolution disputing the Notice, and the landlord seeks an Order of Possession.

The landlord's witness testified that she attended the rental home with a realtor, and the tenant denied entry. They went back about an hour later and still were denied entry. The witness was in the doorway and testified that the tenant has dogs which are kept in the house, and the house smelled bad.

The outside of the home is excessively messy. The witness has seen the landlord's photographs provided for this hearing and testified that they accurately depict the mess outside.

Analysis

The *Residential Tenancy Act* states that once served with a One Month Notice to End Tenancy for Cause the tenant has 10 days to dispute it by filing and serving the landlord with an Application for Dispute Resolution. If the tenant fails to do so, the tenant is conclusively presumed to have accepted the end of the tenancy.

In this case, the landlord testified that the tenant has not served the landlord with an Application for Dispute Resolution disputing the Notice, and I have no such application before me. Therefore, I find that the tenant is conclusively presumed to have accepted the end of the tenancy, and the landlord is entitled to an Order of Possession.

Since the effective date of vacancy has passed, I grant the Order of Possession on 2 days notice to the tenant.

Since the landlord has been successful with the application the landlord is also entitled to recovery of the \$100.00 filing fee, and I grant a monetary order in favour of the landlord in that amount.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenant.

I further grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$100.00.

This order is final and binding and may be enforced.

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, 2018

Residential Tenancy Branch