



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPC, OPL

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession pursuant to section 55.

The landlord participated in the teleconference, the tenant did not. The landlord provided sworn testimony and documentation that the tenant was notified of this hearing by registered mail on September 7, 2018. The landlord then amended his application and served the tenant the notice of amendment by registered mail on October 23, 2018. The landlord provided documentation that the tenant signed for and accepted the amendment on October 24, 2018. I am satisfied that the tenant has been served notice of this hearing in accordance with Section 89 of the *Act* and the hearing proceeded and completed in the tenant's absence.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession as a result of issuing a Two Month Notice to End Tenancy for Landlord's Use of Property?

Is the landlord entitled to an order of possession as a result of issuing a One Month Notice to End Tenancy for Cause?

### Background and Evidence

The landlord gave the following **undisputed testimony**. The landlord testified that the tenancy began on December 1, 2017 with a monthly rent of \$4000.00 due on the first of each month. The landlord advised that the tenant has not paid rent for the months of October or November. The landlord testified that the tenant has been disruptive

throughout his tenancy and that despite being fined by the strata on several occasions, being given over a dozen warning letters and numerous verbal warnings, the tenant has failed to change his behaviour. The tenant was observed on security cameras stealing a pillow from a common area couch on September 19, 2018. The tenants' guest was also observed stealing a pillow from the same couch on October 13, 2018. The landlord testified that the tenant refuses to abide by the rules of the property and continues to have loud parties several times a week and at all times of the day. The landlord testified that the strata and other neighbors have written him letters to remedy the situation. The landlord testified that he served the tenant a Notice to End Tenancy for Cause on October 3, 2018 with an effective date of November 30, 2018 on the following grounds:

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

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*

*Tenant has engaged in illegal activity that has, or is likely to:*

- *adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord;*
- *jeopardize a lawful right or interest of another occupant or the landlord.*

### Analysis

At the outset of the hearing the landlord advised that he wish to pursue the One Month Notice to End Tenancy for Cause, accordingly; this decision reflects that. Based on the undisputed testimony of the landlord and the evidence provided, I find that service of the One Month Notice was affected on the tenant on October 6, 2018, in accordance with section 88 of the *Act*. Upon review of the One Month Notice, I find that it meets the form and content requirements of section 52 of the *Act*.

Section 47 (5) of the *Act* states that if a tenant who has received a One Month Notice does not make an application for dispute resolution within 10 days after the date the tenant receives the notice, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date.

In this case, the tenant did not dispute the One Month Notice within 10 days of receiving it. The tenant had 10 days from the receipt of the One Month Notice to file with the RTB

to dispute the One Month Notice. I find that, pursuant to section 47 of the *Act*, the tenant's failure to file to dispute the one Month Notice within 10 days of receiving the One Month Notice led to the end of this tenancy on the effective date of the notice. In this case, this requires the tenant to vacate the premises by November 30, 2018. I find that the landlord is entitled to an Order of Possession effective November 30, 2018. The landlord will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit by November 30, 2018, the landlord may enforce this Order in the Supreme Court of British Columbia.

It is worth noting, even though the tenant did not file to dispute the notice, the landlord provided extensive documentation and testimony to support the One Month Notice to End Tenancy for Cause. I find that the landlord provided sufficient evidence to support each ground for which the notice was issued.

### Conclusion

Pursuant to section 55 of the *Act*, I grant an Order of Possession to the landlord effective at **1:00 p.m. on November 30, 2018**, which should be 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.

As this tenancy will end on November 30, 2018, pursuant to the One Month Notice, I need not consider the Two Month Notice to End Tenancy for Landlords Use of Property.

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: November 13, 2018

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Residential Tenancy Branch