



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WITMAR HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPC CNC MT LRE OLC FF

Introduction:

Both parties made applications. The tenant applicant did not attend this hearing, although I left the teleconference hearing connection open until 11:18 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 11:00 a.m. on December 6, 2018. The landlord attended the hearing and gave sworn testimony. He was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord provided evidence that they served the One Month Notice to End Tenancy dated September 11, 2018 to be effective October 31, 2018 by posting it on the door. They served their Application for Dispute Resolution by registered mail and received the tenant's Application served personally. I find the documents were legally served pursuant to sections 88 and 89 of the *Residential Tenancy* (the Act) for the purposes of this hearing. The landlord requests an Order of Possession pursuant to sections 47 and 55 and to recover the filing fee pursuant to section 47.

The tenant requests in his Application an order to change the locks as he states the landlord changed the locks without notice. He also requests that conditions be set on the landlord's entry into the rental unit and to recover his filing fee.

Issues

Has the landlord proved on the balance of probabilities that they have good cause to end the tenancy? Or is the tenant entitled to any relief?

Has the tenant proved on the balance of probabilities that he is entitled to orders as requested?

Preliminary Issue:

The landlord requested that the Applications be amended to show the company name as landlord and not an individual owner. The tenant had also requested these changes in his amendment. The amendment is granted.

Background and Evidence:

Only the landlord attended the hearing although the tenant had also filed an Application to be heard at this time. The landlord gave sworn testimony that the tenancy commenced May 1, 2015 on a fixed term to April 1, 2016 and reverted to month to month thereafter. A security deposit of \$500 and two key deposits of \$20 were paid and rent is currently \$1075 a month. The landlord provided evidence of repeated late payment of rent by the tenant. Copies of 10 Day Notices to End Tenancy from February to July 2018 and one for September 2018 were included in the evidence. The landlord said no rent is owed at this time but they request an Order of Possession based on the cause of repeated late payment of rent.

In the tenant's Application, he alleged the landlord had changed the locks and entered the unit without notice or consent. The landlord denied these allegations and said the tenant had two entrances to his unit and his locks work fine; they were not changed. They deny illegal entry also.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Order of Possession

I find that the landlord is entitled to an Order of Possession. Section 47 of the Act sets out causes to end a tenancy. Any one cause, if proved, is sufficient. I find the weight of the evidence is that the tenant has been repeatedly late in paying his rent and this is sufficient cause under section 47 to end the tenancy. I find the landlord entitled to an Order of Possession which is effective December 31, 2018 as the landlord agreed the tenant has already paid rent for December. I find the landlord entitled to recover their filing fee.

In respect to the tenant's Application, the landlord denies his allegations and I find insufficient evidence to support his allegations. He did not attend the hearing to support them. I dismiss his Application.

Conclusion:

I find the landlord is entitled to an Order of Possession effective December 31, 2018 and to recover filing fees paid for this application.

I HEREBY ORDER THE LANDLORD MAY DEDUCT \$100 FROM THE TENANT'S SECURITY DEPOSIT TO RECOVER THEIR FILING FEE.

I dismiss the Application of the tenant in its entirety without leave to reapply.

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: December 06, 2018

Residential Tenancy Branch