



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FFL

Introduction

This hearing was convened by way of conference call. The Landlords filed an Application for Dispute Resolution on January 06, 2020 (the "Application"). The Landlords applied for an Order of Possession based on a One Month Notice to End Tenancy for Cause dated November 21, 2019 (the "Notice"). The Landlords also sought reimbursement for the filing fee.

The Landlord appeared at the hearing. The Tenants did not appear at the hearing which lasted 29 minutes. I explained the hearing process to the Landlord who did not have questions when asked. The Landlord provided affirmed testimony.

The Landlords submitted evidence prior to the hearing. The Tenants did not submit evidence. I addressed service of the hearing package and Landlords' evidence.

The Landlord testified that the hearing packages and evidence were served on the Tenants in person. The Landlords submitted Proof of Service documents in relation to this. The Proof of Service forms show the packages were served on the Tenants in person February 19, 2020. The Tenants signed the Proof of Service forms. The Proof of Service forms are signed by witnesses.

In relation to the service date, the Landlord testified that the RTB sent the hearing package to the wrong email address and he did not receive it until February 18, 2020.

Based on the undisputed testimony of the Landlord and Proof of Service forms, I am satisfied the Tenants were served with the hearing packages and evidence in accordance with sections 88(a) and 89(2)(a) of the *Residential Tenancy Act* (the "Act"). I am satisfied the Tenants received the hearing packages and evidence on February 19,

2020. I am satisfied the hearing packages and evidence were served in sufficient time to allow the Tenants to prepare for and appear at the hearing.

As I was satisfied of service, I proceeded with the hearing in the absence of the Tenants. The Landlord was given an opportunity to present relevant evidence and make relevant submissions. I have considered all documentary evidence and oral testimony of the Landlord. I will only refer to the evidence I find relevant in this decision.

Issues to be Decided

1. Are the Landlords entitled to an Order of Possession based on the Notice?
2. Are the Landlords entitled to reimbursement for the filing fee?

Background and Evidence

The Landlord testified as follows. There was a written tenancy agreement between the Tenants and previous building manager. The company landlord purchased the rental unit four years ago and took over as the landlord. The tenancy started December 15, 2014 and is a month-to-month tenancy. Rent is \$650.00 per month due on the first day of each month. The Tenants paid a \$325.00 security deposit. Both Tenants and the previous landlord signed the agreement.

The Landlord asked to keep \$100.00 of the security deposit as reimbursement for the filing fee.

The Landlords submitted a copy of the Notice. It is addressed to the Tenants and relates to the rental unit. It is signed and dated by an agent for the company landlord. It has an effective date of December 31, 2019. The grounds for the Notice are that the Tenants or a person permitted on the property by the Tenants have significantly interfered with or unreasonably disturbed another occupant or the Landlord and engaged in illegal activity that has, or is likely to, adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant.

The details of cause on the Notice are that the Tenants have stolen stuff out of other tenants' vehicles and the police were called twice in November because too many people were coming and going from the rental unit and were waking other tenants up.

The Landlord confirmed the details of cause on the Notice. The Landlord also testified that police have been called numerous times due to domestic abuse in the rental unit, the Tenants breaking into vehicles and Tenant K.B. going through the garbage. The Landlord testified that other tenants have been woken up due to the Tenants fighting and that these other tenants fear for their own safety due to this. The Landlord pointed to a photo in evidence of Tenant K.B. sleeping in the hall of the rental unit building.

The Landlord testified that the Notice was served on Tenant C.B. in person by the previous building manager on November 21, 2019. The Landlords submitted a Proof of Service signed by a witness in relation to this.

The Landlord was not aware of the Tenants disputing the Notice.

The Landlord testified that the Tenants have paid rent for March. The Landlord sought an Order of Possession effective March 15, 2020.

Analysis

The Landlords were permitted to issue a notice to end tenancy pursuant to sections 47(1)(d)(i) and 47(1)(e)(ii) of the *Act* based on the grounds listed in the Notice.

Based on the undisputed testimony of the Landlord and Proof of Service, I am satisfied the Tenants were served with the Notice in accordance with section 88(a) of the *Act*. I am satisfied the Tenants received the Notice November 21, 2019.

Upon a review of the Notice, I find it complies with section 52 of the *Act* in form and content as required by section 47(3) of the *Act*.

The Tenants had 10 days from receiving the Notice on November 21, 2019 to dispute it under section 47(4) of the *Act*. I accept that the Landlord is not aware of the Tenants disputing the Notice. I have no evidence before me that the Tenants did. I am satisfied the Tenants did not dispute the Notice.

Therefore, pursuant to section 47(5) of the *Act*, the Tenants are conclusively presumed to have accepted that the tenancy ended December 31, 2019, the effective date of the Notice. The Tenants were required to vacate the rental unit by December 31, 2019.

I find the Landlords are entitled to an Order of Possession. I issue the Landlords an Order of Possession effective March 15, 2020 pursuant to section 55 of the *Act*. The

Landlords should reimburse the Tenants for rent paid for any period after the Tenants vacate the rental unit.

As the Landlords were successful in this application, I award the Landlords \$100.00 as reimbursement for the filing fee pursuant to section 72(1) of the *Act*. Pursuant to section 72(2) of the *Act*, the Landlords can keep \$100.00 of the security deposit as reimbursement for the filing fee.

Conclusion

The Landlords are issued an Order of Possession effective March 15, 2020. This Order must be served on the Tenants. If the Tenants do not comply with the Order, it may be filed in the Supreme Court and enforced as an order of that Court.

As the Landlords were successful in this application, I award the Landlords \$100.00 as reimbursement for the filing fee. The Landlords can keep \$100.00 of the security deposit as reimbursement for the filing fee.

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: March 11, 2020

Residential Tenancy Branch