



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      ET, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to sections 56 and 72 of the *Residential Tenancy Act*, for an order to end the tenancy early and obtain an order of possession and for the recovery of the filing fee.

The landlord testified that he served the tenant with the notice of hearing package on October 20, 2020, by registered mail and filed a copy of the tracking slip into evidence. The landlord also filed proof of having served the notice of hearing package by posting the package on the front door of the rental unit. The tenant did not participate in the conference call hearing. I found that the tenant had been served with notice of the landlord's claim in accordance with sections 88 and 89 of the *Act*, and the hearing proceeded in the tenant's absence.

The landlord provided extensive documentary evidence. I have considered the relevant written evidence and oral testimony provided by the landlord but have not necessarily alluded to all the evidence and testimony in this decision.

### **Issue to be Decided**

Is the landlord entitled to an order ending this tenancy early?

### **Background and Evidence**

The landlord's undisputed evidence is as follows:

The tenancy began on August 01, 2020. The monthly rent is \$1,200.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$600.00. The landlord testified that the tenant has not paid rent since October 01, 2020 and continues to occupy the rental unit.

The landlord alleged that the tenant was involved in drug trafficking at suite/neighbour's property, break ins, theft, property damage and an assault on the landlord. The landlord filed videos, photographs and documents to support his testimony. The landlord stated that earlier this year, the police contacted him to inform him that the rental unit was searched on February 07, 2020 and that drug paraphernalia and weapons were found.

On September 24, 2020, the landlord served the tenant with a 30-day notice to end tenancy for cause, in person. The landlord video taped the service of the notice to end tenancy to the tenant. The tenant did not dispute the notice to end tenancy. The landlord is requesting an order of possession effective 2 days after service on the tenant.

### **Analysis**

I accept the landlord's undisputed evidence and I find that the tenant has caused an extreme disturbance and created an environment which is destructive to the residential property and is dangerous for the landlord and the other occupants of the building. Section 52 of the *Residential Tenancy Act* describes the form and content of a notice to end tenancy as follows:

### **Form and content of notice to end tenancy**

**52** In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) *[tenant's notice]*, state the grounds for ending the tenancy,
  - (d.1) for a notice under section 45.1 *[tenant's notice: family violence or long-term care]*, be accompanied by a statement made in accordance with section 45.2 *[confirmation of eligibility]*, and
- (e) when given by a landlord, be in the approved form.

Based on the sworn testimony of the landlord and the documents filed into evidence, I find that the landlord served the tenant with a notice that was in compliance with section 52 of the *Residential Tenancy Act*

I further find that the tenant did not dispute the notice to end tenancy. Pursuant to section 47 (5) of the *Residential Tenancy Act*, if a tenant has received a notice to end tenancy for cause and does not make an application for dispute resolution within ten days after receiving 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.

Therefore, I uphold the notice to end tenancy dated September 24, 2020. Accordingly, the landlord is entitled to an order of possession.

Pursuant to section 55(2), I am issuing a formal order of possession effective 2 days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

Since the landlord has proven his case, he is entitled to the recovery of the filing fee of \$100.00. The landlord may retain \$100.00 from the security deposit.

### **Conclusion**

I grant the landlord an order of possession effective 2 days after service on the tenant. The landlord may retain \$100.00 from the security deposit.

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 06, 2020

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Residential Tenancy Branch