



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPRIMITED PARTNERSHIP and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FFL

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; and
- authorization to recover the filing fee from the tenants for this application pursuant to section 72.

The tenants did not attend this hearing. The landlord's agent attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The agent gave written evidence and sworn oral testimony that copies of the landlord's dispute resolution hearing package were sent to the tenants by registered mail on May 17, 2021. The agent entered written evidence copies of the tracking slips including the Canada Post Tracking Number. In accordance with section 89 of the *Act*, I am satisfied that the tenants were deemed served with the landlord's dispute resolution hearing package five days later on May 22, 2021 pursuant to section 90 of the *Act*.

The landlord's agent entered documentary evidence that the tenants were served with a One Month Notice to End Tenancy for Cause by way of registered mail. The notice is dated April 19, 2021 but was sent by registered mail on April 21, 2021. The agent provided Canada post slips and tracking numbers for the notice. I am satisfied that the tenants were deemed served five days later on April 26, 2021 in accordance with section 90 of the *Act*.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession pursuant to a One Month Notice to End Tenancy for Cause?

Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

The agent for the landlord gave the following testimony. The tenancy began on or about May 1, 2020. Rent in the amount of \$1705.00 is payable in advance on the first day of each month. The tenants paid a security deposit of \$852.50 which the landlord still holds. The landlord issued a One Month Notice to End Tenancy for Cause dated April 19, 2021 for the following reasons:

(d) the tenant or a person permitted on the residential property by the tenant has

(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,

(ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or

The landlord testified that the tenants have been aggressive and loud since the start of their tenancy. The tenant's behaviour got worse in March 2021 which required the landlord to issue three warning letters to the tenants about noise, yelling, fighting, swearing and aggressive behaviour towards other tenants. The agent testified that the tenant's behaviour has gotten worse since issuing the One Month Notice to End Tenancy for Cause on April 19, 2021. The agent testified that the behaviour got so bad that one tenant had to be relocated to another unit for fear of dealing with the subject tenants. The agent submits that the three witness letters submitted in evidence show a recurring aggressive and abusive behaviour that has not improved despite the warning letters or notice to end tenancy. The agent requests that the tenancy be terminated, and that the landlord is granted an order of possession.

Analysis

When a landlord issues a notice under section 47 of the Act, they must provide sufficient evidence to justify the issuance of that notice. The landlord has provided sufficient evidence to show that the tenants have "*significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property*". The tenants have not filed an application to dispute the notice, have not submitted any disputing evidence or participated in this hearing. Based on the undisputed testimony and documentation before me, I find that the landlord is entitled to an order of

possession. The form and content of the Notice is in accordance with section 52 of the Act. The One Month Notice to End Tenancy for Cause dated April 19, 2021 with an effective date of May 31, 2021 is in full effect and force. The tenancy is terminated.

The landlord is entitled to retain \$100.00 from the security deposit in full satisfaction and recovery of the filing fee.

Conclusion

The landlord is granted an order of possession.

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 10, 2021

Residential Tenancy Branch