



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPC, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession pursuant to a Notice to End Tenancy for Cause. The landlord also applied for the recovery of the filing fee.

The notice of hearing was served on the tenant by registered mail on February 10, 2023. The landlord provided a tracking number and a copy of tracking information which indicates that the tenant received the package on February 17, 2023. The landlord also filed proof of having served the tenant with an evidence package on May 11, 2023, by registered mail which was received by the tenant on May 12, 2023.

Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession? Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

The landlord confirmed that the tenancy started on July 15, 2020. The monthly rent is \$1,573.00 payable on the first of each month. The rental unit is located in an apartment building.

The landlord testified that she received multiple complaints from the occupants of rental units above, below and adjacent to the rental unit of this tenant. The complaints described noise disturbances that consisted of blaring music, swearing, and yelling out the window, after midnight. The landlord filed copies of the complaints into evidence and audio recordings of the noise disturbances.

The landlord served the tenant with warning letters on December 29, 2022, and January 13, 2023. The landlord testified that the disturbances continued and on January 24, 2023, the landlord served the tenant with a Notice to End Tenancy for Cause. The effective date of the Notice was February 28, 2023.

The tenant did not dispute the Notice. The landlord has applied for an order of possession effective two days after service on the tenant and for the recovery of the filing fee of \$100.00.

Analysis

Based on the undisputed testimony and documentary evidence of the landlord, I find that the tenant is deemed to have received the Notice to End Tenancy for Cause, on January 27, 2023, and did not make application, pursuant to Section 47 to set aside the notice to end a residential tenancy, and the time to do so has expired. In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice.

I further find that the landlord has filed sufficient evidence to support the reasons for the Notice to End Tenancy for Cause.

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

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant.

The landlord may retain **\$100.00** from the security deposit towards the recovery of 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 *Residential Tenancy Act*.

Dated: June 02, 2023

Residential Tenancy Branch