

## **DECISION**

### **Introduction**

The Landlord filed an Application for Dispute Resolution under the *Residential Tenancy Act* (Act) for:

- an Order of Possession based on a One Month Notice to End Tenancy for Cause (One Month Notice) under sections 47 and 55 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

The Tenant also filed an Application for Dispute Resolution under the *Residential Tenancy Act* (Act) for:

- more time to dispute the One Month Notice under sections 47 and 66 of the Act

### **Preliminary Matters**

I amend the Landlord's application to a One Month Notice to End Tenancy for Cause, not a One Month Notice to End Tenancy for End of Employment as described in the Landlord's application. It was clear from the Landlord's evidence that the Tenant was not employed by the Landlord, nor was the tenancy part of an employment agreement.

As the Tenant did not appear, the Tenant's application is dismissed without leave to reapply.

### **Service**

The Landlord testified that she served the Tenant with the Dispute Notice and Evidence in person on December 1, 2023 and her delivery of the package was witnessed. She provided RTB Form 55 in evidence as proof of service.

### **Background and Evidence**

The tenancy started July 1, 2016, and is currently month to month. Current rent is \$920.00 per month due on the first of the month. The Tenant paid a security deposit of \$375.00. The tenant was served a One Month Notice to End Tenancy for Cause (1 Month Notice) on November 5, 2023. The 1 Month Notice was provided in evidence. The effective date of the 1 Month Notice was December 10, 2023. The Landlord filed an Application for Dispute Resolution on November 28, 2023.

The Landlord testified that the Tenant had many guests coming to the residence and they were disruptive. She further testified that other occupants of the multi residential building complained to her about the Tenant's behaviour. She referred specifically to an incident that occurred on October 28, 2023 whereby a visitor apparently locked the Tenant out of his residence and he was kicking his door to gain entry.

## **Analysis**

### **Is the Landlord Entitled to an Order of Possession for the Rental Unit?**

The 1 Month Notice complies with the form and content requirements of section 52 of the Act.

I note that one of the reasons listed on the 1 Month Notice was that the Tenant significantly interfered with or unreasonably disturbed other occupants. The undisputed evidence of the Landlord was that the guests allowed onto the property by the Tenant were unreasonably disturbing other occupants of the multi residential property. I find based on the undisputed evidence of the Landlord that the Tenant's actions unreasonably disturbed other occupants.

Section 55(1) of the Act requires me to issue an order of possession to the Landlord if the One Month Notice meets the form and content requirements of section 52 of the Act and if I dismiss the Tenant's application for dispute resolution. Both requirements are satisfied. The One Month Notice meets the form and content requirements of section 52 of the Act and I have dismissed the Tenant's application. The Landlord is therefore entitled to an order of possession.

### **Is the Landlord Entitled to Authorization to Recover the Filing Fee for Their Application?**

As the Landlord was successful in their application, they are entitled to recover the \$100.00 filing fee for their application. They are authorized to deduct the filing fee from the Tenant's security deposit.

## **Conclusion**

I find the Landlord is entitled to an order of possession, which will be effective at 1:00pm on February 29, 2024.

As the Landlord was successful in their application, they are also entitled to recover the filing fee for their application. Using the offsetting provisions contained in section 72 of the *Act*, I allow the Landlord to retain \$100.00 from the tenant's security deposit in full satisfaction for a return 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 *Act*.

Dated: February 16, 2024

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Residential Tenancy Branch