



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain an Order of Possession and to recover the cost of the filing fee.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on June 01, 2011. Mail receipt numbers were provided in the landlord's documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave affirmed testimony, was provided the opportunity to present her evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to an Order of Possession for cause?

Background and Evidence

The landlord testifies that this tenancy started on December 01, 1998. The tenant now pays a monthly rent for this unit of \$831.00 on the first of each month in advance. The tenant paid a security deposit of \$335.00 at the start of his tenancy.

The landlord testifies that the tenant was served with a One month Notice to End Tenancy for cause on May 19, 2011. This Notice was posted to the tenants' door and has an effective date of June 30, 2011. The Notice provided information to the tenant on how to dispute the Notice by filing an application for Dispute Resolution within 10 days of receiving the Notice.

The tenant has not disputed the Notice to End Tenancy which gave the following reasons to end the tenancy:

- 1) 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
- 2) The tenant has caused extraordinary damage to the unit/site or property.

The landlord testifies that the tenant has been witnessed intoxicated and urinating fully exposed at the front of his unit. The tenant has also been seen intoxicated driving within the complex and the tenant has disturbed other tenants with banging, yelling and cursing noise from his unit on a regular basis. The landlord also testifies that other tenants were woken in the middle of the night by loud noises and when they investigated this they found the tenant intoxicated laying on the ground in his own urine with a gash on his leg. At that time the other tenants called the police and an ambulance for the tenant. During a unit inspection on May 17, 2011 it was found that the tenant had urinated throughout his unit and the bedroom carpets were found to be stained and smelling badly of urine.

The landlord testifies that the tenant has been sent numerous warning letters about his behaviour and about his car being kept on the property unlicensed. The landlord has provided copies of these letters in evidence along with compliant letters from other tenants.

Analysis

The tenant did not appear at the hearing to dispute the landlords' claims or the One Month Notice to End Tenancy, despite having been given a Notice of the hearing. Therefore, in the absence of any evidence from the tenant, I have carefully considered the landlords documentary evidence and affirmed testimony before me.

When a One Month Notice is served upon a tenant, the tenant has 10 days to dispute the Notice by applying for Dispute Resolution. If the tenant does not dispute the Notice he is presumed to accept the Notice and must move out of the rental unit by the date set out on the Notice. The landlord has cause for concern whether the tenant will move out on the effective date of the Notice and seeks an Order of Possession effective for June 30, 2011 in the event the tenant does not move out.

As the tenant has not disputed the Notice and the landlord has met the burden of proof to end the tenancy for the reasons given on the Notice it is my decision that the landlord has established her claim for an Order of Possession pursuant to s.55 of the *Act*.

Conclusion

I HEREBY ISSUE an Order of Possession in favour of the landlord effective on June 30, 2011. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord is entitled to be reimbursed for the **\$50.00** cost of filing this application. I order that the landlord retain this amount from the security deposit and interest

of \$373.10 leaving a balance \$323.10 which must be returned to the tenant or otherwise dealt with in compliance with section 38 of the *Act*.

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 23, 2011.

Residential Tenancy Branch