



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cyclone Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking an order of possession to the rental unit due to alleged cause, pursuant to a 1 Month Notice to End Tenancy for Cause (the "Notice")

The landlord attended the telephone conference call hearing; the tenant did not attend.

The landlord testified that he served the tenant with the Application for Dispute Resolution and Notice of Hearing (the "hearing package") by leaving it with the tenant on November 8, 2013. The landlord supplied a letter signed by the tenant acknowledging receipt of the hearing package.

I find the tenant was served notice of this hearing in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Procedural matter-The landlord's evidence did not contain a copy of the Notice and the landlord stated that he believed one had been included with his evidence package. The landlord stated that he had a copy in front of him and I therefore allowed him to give oral evidence regarding the details of the Notice.

I informed the landlord that I would accept his undisputed oral evidence with the understanding that he was to fax a copy of the Notice at the conclusion of the hearing and that the Notice had to contain the exact details as relayed by the landlord in the hearing. The landlord did comply with these instructions and I make a determination as to the merits of the landlord's application as if the Notice had originally been submitted.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for the rental unit?

Background and Evidence

The undisputed evidence of the landlord by way of a written tenancy agreement is that this tenancy began on September 19, 2013, monthly rent is \$730 and the tenant paid a security deposit of \$365 on September 18, 2013.

The landlord testified that he served the tenant a 1 Month Notice to End Tenancy for Cause (the "Notice"), dated September 29, 2013, by leaving it with the tenant on that date, listing an effective end of tenancy on October 31, 2013.

The Notice explains that the tenant had ten days to dispute the Notice. It also explains that if the tenant does not file an Application to Dispute the Notice within ten days, then the tenant is conclusively presumed to have accepted the end of the tenancy and must vacate the rental unit by the effective date of the Notice.

The causes as stated on the Notice alleged that the tenant has allowed an unreasonable number of occupants in the rental unit, that the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord, and seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

The landlord's additional relevant evidence included a copy of the tenancy agreement and warning letters issued to the tenant.

I have no evidence before me that the tenant has filed an application for dispute resolution in dispute of the Notice.

Analysis

Based on the foregoing written and oral evidence, and on a balance of probabilities, I find as follows:

I have reviewed all the undisputed evidence and I find the tenant was served a 1 Month Notice to End Tenancy for Cause (the "Notice"), did not vacate the rental unit or file an application for dispute resolution in dispute of the Notice within ten (10) days of service and is therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice and must move out of the rental unit.

I therefore find that the landlord is entitled to an order of possession for the rental unit effective two days after service of the order upon the tenant.

Conclusion

I grant the landlord a final, legally binding order of possession for the rental unit, which is enclosed with the landlord's Decision. Should the tenant fail to vacate the rental unit pursuant to the terms of the order after being served, the order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

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* and is being mailed to both the applicant and the respondent.

Dated: December 20, 2013

Residential Tenancy Branch

