



# 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 the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession to enforce a 1 Month Notice to End Tenancy issued for Cause (1 Month Notice) pursuant to section 55;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing by conference call and gave undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenants were both served in person on October 5, 2015 with the notice of hearing package and the submitted documentary evidence. I accept the undisputed affirmed evidence of the landlord and find that the tenants have been properly served as per sections 88 and 89 of the Act. The tenants are deemed to have been served with the notice of hearing package and the submitted documentary evidence as per section 90 of the Act on October 5, 2015.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for recovery of the filing fee?

### Background and Evidence

This tenancy began on July 1, 2014 on a fixed term tenancy until June 30, 2015 as shown by the submitted copy of the signed tenancy agreement dated June 25, 2014. The monthly rent is \$1,200.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$600.00 and a pet damage deposit of \$600.00 were paid on July 1, 2014.

On July 31 2015, the landlord served the tenant with the 1 Month Notice. The 1 Month Notice displays an effective end of tenancy date of August 31, 2015 and sets out that it was being given as:

- the tenant is repeatedly late paying rent;
- the tenant has engaged in illegal activity that has, or is likely to:
  - damage the landlord's property;
- Rental unit/site must be vacated to comply with a government order.

The landlord has not provided any details for the tenant being repeatedly late paying rent.

The landlord stated that the tenant has engaged in illegal activity by tampering with the electrical wiring as he was told by city officials that the tenant is likely dealing drugs out of the rental property. The landlord was not able to provide any further details.

The landlord stated that the 1 Month Notice dated July 31, 2015 was served to an unknown adult person at the rental property who stated that he was a friend of the tenant on August 3, 2015. The landlord stated that this was as a result of receiving an order from the local municipal government for some issues regarding unsafe electrical.

The landlord stated that the tenants failed to comply with a government order "Do Not Occupy". The landlord also stated that the tenants have repeatedly breached this order and keep returning to the rental property.

The landlord has submitted a copy of municipal ticket information dated July 29, 2015 for "Fail to comply with Do Not Occupy Notice", for which a \$500.00 fine was imposed. The landlord also relies upon a letter from the municipal government dated September 24, 2015 which indicate that has been no payment or application filed to dispute the ticket.

The landlord stated in his direct testimony that he believes that the tenants have abandoned the rental property but is unsure as no notification has been received from the tenants for their intentions to vacate the rental property.

### Analysis

In an application to cancel a 1 Month Notice, the landlord has the onus of proving on a balance of probabilities that at least one of the reasons set out in the notice is met.

I find on a balance of probabilities based upon the undisputed affirmed testimony of the landlord that the tenants were properly served with the 1 Month Notice dated July 31, 2015 in person via an adult person (unknown friend) at the rental property.

I also accept the undisputed affirmed testimony of the landlord and find that the landlord has established a claim for an order of possession as a result of the tenants failing to comply with a government order. The landlord's claims are supported by a copy of the municipal ticket information and a copy of a demand letter for payment of the fine.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$50.00 filing fee paid for this application.

### Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant(s). Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I grant a monetary order in the amount of \$50.00 for the recovery of the filing fee. Should the tenant(s) fail to comply with these order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

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: December 07, 2015

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Residential Tenancy Branch

