



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding M'AKOLA HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FF, OPC

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an Order of Possession pursuant to section 55; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72 of the Act.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties acknowledged receipt of evidence submitted by the other. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Issues(s) to be Decided

Is the landlord entitled to an Order of Possession pursuant to a One Month Notice to End Tenancy for Cause?

Is the landlord entitled to the recovery of the filing fee?

### Background and Evidence

The tenancy began on or about April 1, 2012. Rent in the amount of \$573.00 is payable in advance on the first day of each month. The tenant paid a \$355.00 security deposit at the outset of the tenancy.

The landlord issued a One Month Notice to End Tenancy for Cause on July 23, 2018 with an effective date of August 31, 2018 for the following reasons:

*(d) 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,*
- (iii) put the landlord's property at significant risk;*

The landlord testified that the tenants' boyfriend has caused significant disturbances by yelling, screaming, fighting which resulted in police attendance and emergency services. The landlord testified that significant incidents occurred in June 2017, October 2017, and June, 2018. The landlord testified that despite several verbal warnings and a written warning, another incident involving police occurred on July 21, 2018. The landlord testified that on July 23, 2018 they issued a notice to end tenancy.

The landlord testified that the tenant advised that she had a protection order in place banning her boyfriend from attending the property but it was observed that the tenant's boyfriend was on the property after the protection order was in effect. The landlord testified that the tenants' boyfriend also caused damage to the property on the most recent incident due to his alcohol problem. The landlord testified that the tenants actions show that she or her boyfriend are unable to abide by the rules and that as a non-profit housing society they simple don't have the resources to deal with the tenant and monitor her on a daily basis. The landlord testified that the tenant has paid rent for the month of November and that if successful in this application, the tenant should be allowed to stay until the end of the month. The landlord requests an order of possession.

The tenant gave the following testimony. The tenant testified that she is trying her best to work things out and to have no further incidents. The tenant testified that she needed her boyfriend to come help her after the protection order was in place to deal with a flood in the unit. The tenant testified that she wants to continue living in the home and care for her young family.

### Analysis

It is worth noting the following. The tenant testified that she had filed to dispute the notice to end the tenancy but got "mixed up" on the dates and didn't attend the hearing that was scheduled for October 15, 2018. The landlord testified that the tenant did not advise them of that hearing but regardless of that, the tenant did not file until August 30, 2018. The landlord provided documentation to show that the One Month Notice to End Tenancy for Cause was sent to the tenant by registered mail on July 23, 2018 and therefore deemed served five days later as per section 90 of the Act. In the result, the tenant confirmed and verified that she did not file an application until 30 days after receiving the notice. The tenants own support workers were also unaware of the previous hearing.

Although the tenant filed an application well outside the deadlines, I have heard, accepted and considered all evidence in making this decision. When a landlord issues a notice under section 47 of the Act they must provide sufficient evidence to justify the issuance of that notice. The landlord has provided sufficient documentation to satisfy me of both grounds that they issued the notice on.

In fact, the tenant did not dispute the landlords' testimony but only said that she is trying to do better and hopes to stay. Based on all of the above, I find that the landlord is entitled to an order of possession pursuant to section 55 of the Act. The form and content of the Notice is in accordance with the Act. The One Month Notice to End Tenancy for Cause dated July 23, 2018 is in full effect and force. The tenancy is terminated. Based on the landlords comments and willingness, the order of possession will take effect at 1:00 p.m. on November 30, 2018. The landlord is also entitled to the recovery of the \$100.00 filing fee. The landlord is entitled to retain \$100.00 from the security deposit in full satisfaction of that claim.

### Conclusion

The landlord is granted an order of possession.

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: November 05, 2018

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Residential Tenancy Branch