



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      OPC

### Introduction

This hearing dealt with the landlord's request for an Order of Possession for cause. The tenant did not appear at the hearing. The landlord testified that he served the tenant with notification of this hearing by leaving the hearing documents in the tenant's mailbox on November 7, 2009 after the knocking on the door and receiving no answer. The landlord claimed that he was accompanied by two witnesses, including his brother, when he attended the rental unit to serve the hearing documents. I accepted that the landlord sufficiently served the tenant with notification of this hearing and I proceeded to hear from the landlord without the tenant present.

### Issues(s) to be Decided

Is the landlord entitled to an Order of Possession?

### Background and Evidence

The landlord testified that he personally served the tenant with a *1 Month Notice to End Tenancy for Cause* (the Notice) on September 22, 2009. The Notice has an effective date of October 31, 2009 and indicates that the reasons for ending the tenancy are that the tenant has:

- repeatedly paid rent late;
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
- put the landlord's property at significant risk; and

- engaged in illegal activity that has, or is likely to damage the landlord's property.

The landlord testified that he is unsure if the tenant is still residing in the rental unit as he has not seen her car at the rental unit in a few weeks and he has tried calling her and has received no answer.

The landlord was asked to explain the reasons for ending the tenancy to which he stated the tenant has been repeatedly late paying rent; the tenant has kept 7 to 9 dogs at the rental unit which is contrary to city by-laws and damaging the rental unit.

As evidence for the hearing, the landlord provided copies of the *1 Month Notice to End Tenancy for Cause*, and three *10 Day Notices to End Tenancy for Unpaid Rent* issued on August 1, 2009, September 1, 2009 and October 1, 2009.

### Analysis

Based on the undisputed testimony of the landlord, I accept the landlord's submission that the *1 Month Notice to End Tenancy for Cause* was served upon the tenant on September 22, 2009. Where a tenant is served with a 1 Month Notice, the tenant has 10 days to dispute the Notice. If the Notice is not disputed the tenant is conclusively presumed to have accepted that the tenancy will end and the tenant must vacate the rental unit by the effective date on the Notice.

Upon review of the Notice I find the landlord used the approved form and that the effective date complies with the requirements of the Act. Since the tenant did not dispute the Notice, I find the tenancy ended on October 31, 2009 and the landlord is entitled to regain possession of the rental unit.

If the rental unit has been vacated or abandoned the landlord does not require an Order of Possession; however, in the event the rental unit remains occupied by the tenant, the landlord has been provided an Order of Possession effective two days after service upon the tenant. The Order of Possession may be filed in The Supreme Court of British Columbia and enforced as an Order of that court.

### Conclusion

The tenancy has ended October 31, 2009 pursuant to service of *1 Month Notice to End Tenancy for Cause* that the tenant did not dispute. The landlord is entitled to regain possession of the rental unit and is provided an Order of Possession effective two days after service upon 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*.

Dated: December 11, 2009.

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Dispute Resolution Officer