



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Atira Property Management Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC

### Introduction

This was a hearing with respect to the landlord's application for an order for possession. The hearing was conducted by conference call. The landlord's representative and the tenant called in and participated in the hearing

### Issue(s) to be Decided

Is the landlord entitled to an order for possession?

### Background and Evidence

The rental unit is a room in a single room occupancy hotel in Vancouver. The landlord served the tenant with a one month Notice to End Tenancy for cause on March 25, 2013 by posting a copy of the Notice to the door of the rental unit in the presence of a witness. The Notice to End Tenancy required the tenant to move out of the rental unit by April 30, 2013. The grounds for the Notice to End Tenancy were that the tenant has 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 submitted statements and video evidence to support the claim that the tenant acted violently when he assaulted another occupant by pushing him down a hallway and on a second occasion, when the tenant threw an empty bottle at a volunteer worker.

The tenant did not file an application to dispute the Notice to End Tenancy. The tenant attended at the hearing and said that he did not receive a copy of the Notice to End Tenancy. He also said that he talked to two advocates about the landlord's application for dispute resolution and he said that the advocates did not attend the hearing on his behalf because the landlord failed to reply to their requests to discuss a resolution of the landlord's application for dispute resolution.

The landlord's representative testified that the tenant's evidence that he did not receive the Notice to End Tenancy is not credible. He said on March 7, 2013 the tenant was given a written warning that if he engaged in any further threatening, aggressive or violent behavior he would be evicted from the hotel. The tenant signed the letter acknowledging the contents.

The landlord's representative testified that on April 15, 2013, after the tenant was served with the one month Notice to End Tenancy The landlord gave him a second letter. The letter confirmed that the tenant had been given a Notice to End Tenancy on March 25, 2013 and reminded him that the landlord required him to move out on April 30, 2013. The landlord's representative said that after the letter was delivered to the tenant the tenant spoke to him and told him that he did not receive the letter and also said: "I didn't get your eviction notice either". The landlord's representative submitted that would not have been aware of the eviction notice had he not received it and had not received the letter.

### Analysis

During the hearing the tenant was angry, argumentative and not entirely coherent. He had little to say about the occurrences that caused the landlord to serve a Notice to End Tenancy, but based his opposition to the application upon his testimony that he did not receive the Notice to End Tenancy. I did not find the tenant's testimony to be credible. I accept the landlord's evidence as to service of the Notice to End Tenancy and I find that the tenant did in fact receive it, but did not apply to dispute it within the time allowed and

his testimony that he never received the Notice is concocted evidence presented as a last ditch attempt to avoid an inevitable eviction.

Section 47(5) of the *Residential Tenancy Act* provides that if a tenant does not dispute a one month Notice to End Tenancy for cause within 10 days of receiving it by filing an application for dispute resolution, he is conclusively presumed to have accepted that tenancy ends on the effective date of the Notice and he must vacate the rental unit by that date.

### Conclusion

The landlord's application for an order for possession is granted. The effective date of the Notice to End Tenancy has passed and I find that the landlord is entitled to an order for possession effective two days after service on the tenant. This order may be registered in the Supreme 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: May 09, 2013

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Residential Tenancy Branch

