



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding First United Church Social Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, OPB

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession.

The hearing was conducted via teleconference and was attended by the landlord's agent and witness.

The landlord provided documentary evidence confirming the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by posting it on the rental unit door on May 23, 2014 at 9:50 a.m. in accordance with Section 89, and that this service was witnessed by a third party. As per Section 90, the documents are deemed received by the tenant on the 3<sup>rd</sup> day after it was posted.

Based on the evidence of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for cause and/or for breach of an agreement, pursuant to Sections 47 and 55 of the *Act*.

### Background and Evidence

The landlord has submitted into evidence the following relevant documents:

- A copy of a tenancy agreement signed by the parties on March 25, 2014 for a 3 month fixed term tenancy beginning on April 1, 2014 for a monthly rent of \$697.00 due on the 1<sup>st</sup> of each month; and
- A copy of a 1 Month Notice to End Tenancy for Cause issued on April 24, 2014 with an effective date of May 31, 2014 citing the tenant or a person permitted on the property has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property, seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or

put the landlord's property at significant risk; and the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property.

The landlord submits the 1 Month Notice to End Tenancy was posted on the rental unit door on April 24, 2014. The Notice indicated that the tenant may dispute the Notice by filing an Application for Dispute Resolution within 10 days of receipt of the Notice. The tenant did not file an Application to dispute the Notice.

### Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if one or more of the following applies:

- The tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement;
- The tenant is repeatedly late paying rent;
- There are an unreasonable number of occupants in a rental unit;
- 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,
  - ii. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
  - iii. Put the landlord's property at significant risk;
- The tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that
  - i. Has caused or is likely to cause damage to the landlord's property,
  - ii. Has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
  - iii. Has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- The tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to the rental unit or residential property;
- The tenant does not repair damage to the rental unit or other residential property, as required under section 32(3), within a reasonable time;
- The tenant
  - i. Has failed to comply with a material term, and
  - ii. Has not corrected the situation within a reasonable time after the landlord gives written notice to do so;
- The tenant purports to assign the tenancy agreement or sublet the rental unit without first obtaining the landlord's written consent as required by section 34;
- The tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property;

- The rental unit must be vacated to comply with an order of a federal, British Columbia, regional or municipal government authority;
- The tenant has not complied with an order of the director within 30 days of the later of the following dates:
  - i. The date the tenant receives the order;
  - ii. The date specified in the order for the tenant to comply with the order.

Section 47(4) of the *Act* allows a tenant to dispute a notice to end tenancy under Section 47 within 10 days after the date the tenant receives the notice. Section 47(5) states that if a tenant does not submit an Application for Dispute Resolution seeking to dispute the notice within 10 days the tenant is conclusively presumed to have accepted that the tenancy will end on the effective date of the notice and must vacate the rental unit by that date.

I find that the landlord has issued a 1 Month Notice to End Tenancy pursuant to Section 47 of the *Act*; that the Notice is valid; and that the tenant did not file an Application for Dispute Resolution seeking to cancel the Notice.

#### Conclusion

Based on the above, I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be 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: June 11, 2014

---

Residential Tenancy Branch

