



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding The Bloom Group Community Services Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

OPC

### **Introduction**

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking an order of possession for the rental unit due to alleged cause.

The landlord's agent (hereafter "landlord") appeared; the tenant did not appear.

The landlord stated that he served the tenant with their application for dispute resolution and notice of hearing by posting it on the tenant's door on March 12, 2015.

Based upon the submissions of the landlord I find the tenant was served notice of this hearing in a manner complying with section 89(2) of the Residential Tenancy Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### **Issue(s) to be Decided**

Is the landlord entitled to an order of possession for the rental unit due to alleged cause?

### Background and Evidence

The landlord said that this tenancy began 10-12 years ago, before he took over as landlord.

The landlord submitted that he served the tenant with a 1 Month Notice to End Tenancy for Cause (the "Notice") on January 7, 2015, by posting it on the tenant's door, listing an effective end of tenancy of February 28, 2015. A copy of the Notice was submitted into evidence by the landlord.

Section 90 of the Act states that documents served by posting on the door are deemed delivered three days later. Thus the tenant was deemed to have received the Notice on January 10, 2015.

The causes listed on the Notice alleged that the tenant seriously jeopardized the health or safety or lawful right of another occupant or the landlord, put the landlord's property at significant risk, has engaged in illegal activity that has or is likely to damage the landlord's property, and adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

The Notice explained that the tenant had ten (10) days to file an application for dispute resolution at the Residential Tenancy Branch ("RTB") in dispute of the Notice. It also explains that if the tenant did not file an application to dispute the Notice within ten days, then the tenant is conclusively presumed to have accepted the end of the tenancy and must vacate the rental unit by the effective date of the Notice.

I have no evidence before me that the tenant made an application to dispute the Notice or vacated the rental unit.

### Analysis

I accept the landlord's undisputed evidence that the tenant was served a 1 Month Notice to End Tenancy for Cause and did not apply to dispute the Notice within ten days of service or at all. I therefore find the tenant is conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice and that the landlord is entitled to an order of possession for the rental unit effective two (2) days after service of the order upon the tenant.

I grant the landlord a final, legally binding order of possession for the rental unit pursuant to section 55 of the Act, which is enclosed with the landlord's Decision. If the

tenant fails to vacate the rental unit pursuant to the terms of the order after being served, the order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlord's application for an order of possession for the rental unit is granted.

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: April 14, 2015

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Residential Tenancy Branch

