



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HFBC HOUSING FOUNDATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC

### Introduction

This hearing dealt with the landlord's application for an order of possession for cause pursuant to section 55 of the *Residential Tenancy Act* (the Act).

The tenant did not attend this hearing, although I waited until 1118 in order to enable the tenant to connect with this teleconference hearing scheduled for 1100. The landlord's agent attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The agent testified that she and another of the landlord's agent personally served the tenant with the dispute resolution package (including all evidence before me) on 27 May 2016. On the basis of this evidence, I am satisfied that the tenant was served with the dispute resolution package pursuant to section 89 of the Act.

The agent testified that the landlord personally served the tenant with the 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) on 12 May 2016. On the basis of this evidence, I am satisfied that the tenant was served with the 1 Month Notice pursuant to section 88 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession for cause?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the agent, not all details of the submissions and / or arguments are reproduced here. The principal aspects of the landlord's claim and my findings around it are set out below.

This tenancy began 1 April 2011. The parties entered into a written tenancy agreement on 17 March 2011. Monthly rent is geared to income.

On 12 May 2016, the landlord issued the 1 Month Notice to the tenant. The 1 Month Notice was dated 12 May 2016 and set out an effective date of 30 June 2016. The 1 Month Notice set out that it was given as:

- the tenant has allowed an unreasonable number of occupants in the unit;
- the tenant or person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and
- breach of a material term of the tenancy agreement that was not corrected within a reasonable time.

The agent testified that there is a pest issue in the rental unit. The agent testified that the tenant has not been cooperating with pest treatment protocols. In particular, the agent testified that the tenant is leaving open sources of food and clutter in the rental unit. The agent testified that the tenant's rental unit is the epicenter of the pest issue.

The agent testified that in addition to two additional children in the rental unit. The landlord believes that there are addition adults residing in the rental unit contrary to the terms of the tenancy agreement.

The tenant applied for dispute resolution on 27 May 2016. The agent testified that the landlord was not aware of that application and had not been served with it. The agent testified that the landlord had not received any evidence from the tenant.

### Analysis

Pursuant to subsection 47(4) a tenant must dispute a notice given pursuant to section 47 within ten days from its receipt. In accordance with subsection 47(5), where a tenant fails to apply for dispute resolution within the ten-day period, that tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice.

The tenant received the 1 Month Notice on 12 March 2016. This means that the tenant had until 22 March 2016 to apply to this Branch to cancel the 1 Month Notice. The tenant did not make her application until 27 March 2016.

The landlord has provided evidence that shows that the condition in which the tenant keeps the rental unit is seriously jeopardizing the health or safety or lawful right of another occupant or the landlord. In particular, the condition of the rental unit is exacerbating a pest infestation. As the 1 Month Notice is valid on its face, I am bound by the conclusive presumption set out in subsection 47(5) of the Act. As such, the tenant is presumed to have accepted that the tenancy would end on the effective date of the 1 Month Notice, 30 June 2016. I issue the landlord an order of possession effective 30 June 2016.

### Conclusion

The landlord is provided with a formal copy of an order of possession. Should the tenant(s) fail to comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: June 27, 2016

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Residential Tenancy Branch