



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPC

Introduction

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

While the landlord's agents attended the hearing by way of conference call, the tenant did not. The landlord's agent SV spoke on behalf of the landlord in this hearing, and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord's agent SV testified that the tenant was served with the landlord's application for dispute resolution hearing package and evidence on July 28, 2017 by way of registered mail. The landlord provided a Canada Post tracking number in their evidence. In accordance with sections 88, 89 and 90 of the Act, I find that the tenant was deemed served with the landlord's application and evidence on August 2, 2017, five days after its registered mailing.

The landlord's agent SV testified that the tenant was personally served with the landlord's 1 Month Notice to End Tenancy for Cause, with an effective date of July 31, 2017 ("1 Month Notice"), on June 20, 2017. In accordance with section 88 of the Act, I find that the tenant was duly served with the landlord's 1 Month Notice on June 20, 2017.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for cause?

Background and Evidence

The landlord's agent SV testified regarding the following facts. This month-to-month tenancy began on March 1, 2004, with monthly rent in the amount of \$461.00, payable on the fifteenth day of each month. The landlord holds a security deposit in the amount of \$271.50 for this tenancy. The tenant continues to reside in the rental unit.

On June 20, 2017 the landlord served the tenant a 1 Month Notice for Cause as the tenant has significantly interfered with other occupants, and continues to do so despite having received many written warnings.

Analysis

I find that the tenant was served with the Notice to End Tenancy, and I find that the 1 Month Notice does comply with the form and content provisions of section 52 of the *Act*, which states that the Notice must: be in writing and must: (a) be signed and dated by the landlord or tenant giving the notice, (b) give the address of the rental unit, (c) state the effective date of the notice, (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and (e) when given by a landlord, be in the approved form.

Section 47 of the *Act* provides that upon receipt of a notice to end tenancy for cause the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. I find that the tenant has failed to file his application for dispute resolution within the ten days of service granted under section 47(4) of the *Act*. Accordingly, I find that 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 1 Month Notice, July 31, 2017.

In this case, this required the tenant and anyone on the premises to vacate the premises by July 31, 2017. As this has not occurred, I find that the landlord is entitled to a two (2) day Order of Possession against the tenant, pursuant to section 55 of the *Act*.

Conclusion

I grant an Order of Possession to the landlord effective **two (2) days after service on the tenant**. Should the tenant or anyone on the premises 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: October 11, 2017

Residential Tenancy Branch