



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding FAMMARK DEVELOPMENT CORP  
and [tenant name suppressed to protect privacy]

## **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 pursuant to Sections 47 and 55 of the *Act*.

The hearing was conducted by teleconference and was attended by the landlord's agent RT ("the landlord"). The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions, and to call witnesses.

The tenant did not attend this hearing, although I left the teleconference hearing open from the start time of 10:30 AM until 11:09 AM to enable the tenant to call in. I confirmed the correct call-in numbers and participant codes had been provided in the Notice of Hearing. From the teleconference system, I confirmed the landlord, the landlord's witness, and I were the only participants in this teleconference.

The landlord testified the Notice of Hearing, the Application for Dispute Resolution, and the landlord's documents were served on the tenant by registered mail on February 17, 2018. The tenant is deemed served with the documents on February 22, 2018, the 5<sup>th</sup> day after mailing, pursuant to Section 90 of the *Act*.

At the outset of the hearing, the landlord withdrew his request for the reimbursement for the filing fee.

Issue(s) to be Decided

The issue to be decided is whether the landlord is entitled to an Order of Possession for cause pursuant to Sections 47 and 55 of the *Act*.

Background and Evidence

The landlord provided the following documents into evidence:

- A copy of the tenancy agreement for the unit signed by the landlord on March 31, 2015 and by the tenant on April 1, 2015 for a month to month tenancy beginning on April 1, 2015 for a monthly rent of \$750.00 due on the 1<sup>st</sup> of each month with a security deposit of \$375.00 paid; and
- A copy of a One Month Notice to End Tenancy for Cause (“One Month Notice”) dated January 24, 2018 with an effective vacancy date of February 28, 2018 citing the following reasons:
  - Tenant has allowed an unreasonable number of occupants in the unit/site.
  - Tenant or a person permitted on the property by the tenant has:
    - significantly interfered with or unreasonably disturbed another occupant or the landlord.
    - seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
    - put the landlord's property at significant risk.
  - Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to:
    - damage the landlord's property.
    - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant.
  - Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord testified the tenant was served in person with the One Month Notice to End Tenancy for Cause (“One Month Notice”) on January 25, 2018.

### Analysis

I have reviewed all documentary evidence and the uncontradicted testimony of the landlord.

I find the One Month Notice complies with Section 47(3) of the *Act*. Pursuant to Sections 88, 89 and 90, I find the tenant was served with the One Month Notice on January 25, 2018.

Section 47(4) of the *Act* states that if a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date.

I have no evidence before me that the tenant has applied to dispute the One Month Notice within 10 days pursuant to Section 47(4) of the *Act*.

Based on the foregoing, I 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 One Month Notice.

### Conclusion

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 to 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: May 15, 2018

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Residential Tenancy Branch