



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CML PROPERTIES  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      OPC

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking an Order of Possession for cause.

An agent for the landlord and the tenant attended the hearing and each gave affirmed testimony. The landlord also called 1 witness who gave affirmed testimony. The parties were given the opportunity to question each other and the witness.

The tenant has not received the evidentiary material of the landlord, however the landlord has provide evidence of having sent it to the tenant by registered mail on April 11, 2018 which was unclaimed by the tenant. I find that the landlord's evidence has been provided to the tenant in accordance with the *Residential Tenancy Act* and the Rules of Procedure. The landlord's agent agrees that the tenant has served evidence to the landlord, and all evidence provided by the parties has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

Has the landlord established that the One Month Notice to End Tenancy for Cause was issued in accordance with the *Residential Tenancy Act*?

### Background and Evidence

**The landlord's agent** testified that this month-to-month tenancy began on July 1, 2014 and the tenant still resides in the rental unit. Rent in the amount of \$326.00 per month is payable on the 1<sup>st</sup> day of each month and there are no rental arrears. The rental unit is a BC Housing townhome, and no security deposit or pet damage deposit was collected from the tenant.

The landlord's agent further testified that the tenant was served with a One Month Notice to End Tenancy for Cause (hereafter referred to as the Notice) by registered mail on February 15, 2018. A copy of the Registered Domestic Customer Receipt has been provided for this hearing which has a Canada Post stamp bearing that date. A copy of the Notice has also been provided as evidence for this hearing. It is dated February 15, 2018 and contains an effective date of vacancy of March 31, 2018. The reason for issuing it states:

- Tenant or a person permitted on the property by the tenant has:
  - significantly interfered with or unreasonably disturbed another occupant or the landlord.

The landlord has provided copies of complaint letters from other tenants and the landlord's agent testified that some were dated prior to the issuance of the Notice, and some were received after the Notice was served to the tenant.

The tenant has not served the landlord with an Application for Dispute Resolution disputing the Notice, and the landlord seeks an Order of Possession.

**The landlord's witness** testified that she is a property manager for the complex and has been so for about a year and a half, but does not reside in the rental complex or in the same City.

The landlord's witness was looking after the property while the landlord's agent was away on vacation. The witness received complaints from the caretaker as well as some by telephone from tenants. The witness prepared the One Month Notice to End Tenancy for Cause and instructed office staff to send it to the tenant by registered mail.

**The tenant** testified that she received a letter from the landlord's agent in November, 2017 stating that he is not an on-site manager, and the caretaker doesn't live on the rental property either. The letter mentions outbursts and intimidation by the tenant, and that the tenant is refusing help from Mental Health and refusing medications. The tenant testified that she is not required to be monitored nor have medications monitored.

The letter of the landlord's agent also states that in order for the tenancy to continue, the tenant must allow the assistance of Interior Mental Health and failure to do so could result in termination of the tenancy. The tenant responded to that letter which includes a complaint about harassment against the tenant from other tenants. The tenant agrees that police have attended the rental unit 3 times, but the tenant has not been charged with an offence.

### Analysis

The *Residential Tenancy Act* states that once a tenant is served with a One Month Notice to End Tenancy for Cause the tenant has 10 days to dispute it by filing and serving the landlord with an Application for Dispute Resolution. If the tenant fails to do so, the tenant is conclusively presumed to have accepted the end of the tenancy.

In this case, the landlord has provided evidence of serving the tenant with the Notice by registered mail on February 15, 2018, which is deemed to have been served 5 days later, or February 20, 2018. The tenant then had until March 2, 2018 to file and serve the landlord with an Application for Dispute Resolution. The landlord's agent testified that the landlord has not been served with an Application for Dispute Resolution by the tenant disputing the Notice, and I have no such application before me. Therefore, by law, I must find that the tenant is conclusively presumed to have accepted the end of the tenancy.

I have reviewed the One Month Notice to End Tenancy for Cause and I find that it is in the approved form and contains information required by the *Act*. Therefore, I find that the landlord is entitled to an Order of Possession. Since the effective date of vacancy has passed, I grant the Order of Possession on 2 days notice to the tenant.

### Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenant.

This order is final and binding and may be enforced.

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 31, 2018

---

Residential Tenancy Branch