



# 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 cause pursuant to section 55.

The tenant did not participate in the conference call hearing, which lasted approximately 10 minutes. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed he was an agent of the landlord's company named in this application, and had authority to speak on its behalf.

The landlord testified that the tenant was personally served with the landlord's application for dispute resolution hearing package ("Application") on October 12, 2018, at the address where the tenant is residing. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's Application on October 12, 2018, the day it was served.

### Issue(s) to be Decided

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

### Background and Evidence

As per the submitted tenancy agreement and testimony of the landlord, the tenancy began on November 22, 2017 on a month-to-month basis. Rent in the amount of \$375.00 is payable on the last day of each month. The tenant remitted a security deposit in the amount of \$250.00 at the start of the tenancy, which the landlord still retains in trust. The tenant continues to reside in the rental unit.

The landlord testified that the tenant was personally served with the landlord's 1 Month Notice to End Tenancy for Cause ("1 Month Notice"), dated September 26, 2018, on the same date. In accordance with section 89 of the *Act*, I find that the tenant was deemed

served with the 1 Month Notice on September 26, 2018. The grounds to end the tenancy cited in that 1 Month Notice were;

- the tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk
- the tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park
- breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so

### Analysis

Section 47 of the *Act* provides that upon receipt of a notice to end tenancy for cause the tenant may, within 10 days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant does not file an application, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must move out of the rental unit.

Based on the landlord's testimony and the notice before me, I find that the tenant was served with an effective notice. As the tenant did not file an application to dispute the notice within 10 days, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must move out of the unit. As this has not occurred, I find that the landlord is entitled to a two (2) day order of possession, 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**.

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: November 20, 2018

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Residential Tenancy Branch