



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE BLOOM GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

On November 14, 2018, the Landlord applied for a Dispute Resolution proceeding seeking an Order of Possession based on a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”).

K.T. attended the hearing as agent for the Landlord; however, the Tenant did not attend the hearing. All in attendance provided a solemn affirmation.

K.T. advised that the Notice of Hearing package and evidence were served to the Tenant by registered mail on November 19, 2018 (the registered mail tracking number is on the first page of this decision). Based on this testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was deemed to have received the Landlord’s Notice of Hearing package and evidence five days after it was mailed.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession?

Background and Evidence

K.T. advised that the tenancy started on August 20, 2015 and that rent was established at an amount of \$700.00 per month, due on the first day of each month. A security deposit of \$350.00 was paid.

He stated that the Notice was served to the Tenant by registered mail on September 17, 2018 and a signed proof of service form was submitted into evidence to corroborate this. The reason the Landlord served the Notice is because the "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." As well, the Landlord also served the Notice because the "Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to: adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant, and jeopardize a lawful right or interest of another occupant or the landlord." The effective date of the Notice was October 31, 2018.

The Tenant did not make an Application to cancel the Notice.

Analysis

With respect to the Notice served to the Tenant on September 17, 2018, I have reviewed this Notice to ensure that the Landlord has complied with the requirements as to the form and content of Section 52 of the *Act*. I find that this Notice meets all of the requirements of Section 52.

The Landlord's evidence is that the Notice was served on September 17, 2018 by being mailed to the Tenant, and a signed proof of service form corroborated this. As per Section 90 of the *Act*, the Notice would have been deemed received after five days of being mailed. According to Section 47(4) of the *Act*, the Tenant has 10 days to dispute this Notice, and Section 47(5) 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.*"

After being deemed to receive the Notice, the tenth day fell on Tuesday October 2, 2018 and the undisputed evidence is that the Tenant did not make an Application to dispute this Notice. I find it important to note that the information with respect to the Tenant's right to dispute the Notice is provided on the second page of the Notice.

Ultimately, as the Tenant did not dispute the Notice and as there was no evidence provided corroborating that the Tenant had any extenuating circumstances that prevented her from disputing the Notice, I am satisfied that the Tenant is conclusively presumed to have accepted the Notice. As such, I find that the Landlord is entitled to an Order of Possession. I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenant.

Conclusion

I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenant. This order must be served on the Tenant by the Landlord. Should the Tenant 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: January 3, 2019

Residential Tenancy Branch