



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ORCHARD CITY ABBEYFIELD SOCIETY  
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 for:

- an Order of Possession for cause, pursuant to section 55.

The landlord's agents SB and MH testified on behalf of the landlord in this hearing. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The tenant confirmed receipt of the landlord's dispute resolution package and evidence, which were personally served to him. In accordance with sections 88 and 89 of the *Act*, I find that the tenant was duly served with the landlord's application and evidence for this hearing. The tenant did not submit any written evidence for this hearing.

The tenant confirmed that he was served with the landlord's 1 Month Notice to End Tenancy for Cause dated November 14, 2018, which was personally served to him on the same date. The landlord entered into written evidence a copy of that Notice. Accordingly, I find the tenant duly served with the 1 Month Notice, pursuant to section 88 of the *Act*, on November 14, 2018.

### **Issue to be Decided**

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

### **Background and Evidence**

This month-to-month tenancy began in August of 2017 with rent currently set at \$1,550.00 per month, payable on the first of the month. The landlord collected, and still holds, a security deposit in the amount of \$400.00 for this tenancy.

On November 14, 2018, the landlord issued a 1 Month Notice to End Tenancy for Cause providing two grounds:

1. the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;
2. the tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

The landlord testified that this was 10 room house for seniors, with meals and tertiary assistance provided to tenants. A detailed log was submitted by the landlord to support that multiple incidents have occurred which caused the landlord, other occupants, and employees of the home great concern. The landlord testified that additional incidents have taken place since this original log was produced. The documented incidents in this log took place from August of 2017 to October of 2018.

The landlord testified that due to the tenant's behaviour, which included being found in prohibited areas of the home, others have felt extremely uncomfortable residing and working there.

### **Analysis**

A copy of the 1 Month Notice was submitted by the landlord for this hearing, and I find that the landlord's 1 Month Notice complies with 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 corrected, effective date of the 1 Month Notice, December 31, 2018.

In this case, this required the tenant and anyone on the premises to vacate the premises by December 31, 2018. 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 find that the landlord is entitled to an Order of Possession. I find that the landlord's 1 Month Notice is valid and effective as of December 31, 2018.

I grant an Order of Possession to the landlord effective two **days after service of this Order** on the tenant. Should the tenant and any occupant of this original rental agreement 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 22, 2019

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Residential Tenancy Branch