



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ATIRA PROPERTY MANAGEMENT
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing was scheduled in response to 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 attend this hearing scheduled for 9:30 am, although I left the teleconference hearing connection open until 9:40 am in order to enable the tenant to call in. The landlord's representatives (hereinafter, 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. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord and I were the only ones who had called into this teleconference.

The Landlord testified that the tenant was served the notice of dispute resolution package and supporting evidence via Canada Post registered mail on December 14, 2018, and provided a package tracking for the same. I find that the tenant was deemed served with the application for dispute resolution package and supporting evidence on December 19, 2018, in accordance with sections 89 & 90 of the Act.

Issue to be Decided

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

Background and Evidence

The Landlord testified the tenancy began on January 1, 2018 . Monthly rent in the amount of \$375 is payable on the first day of each month. The tenant remitted a

security deposit in the amount of \$187.50 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 it served the tenant the One Month Notice to End Tenancy for Cause ("**One Month Notice**"), by posting it on the tenant's unit door on October 26, 2018. The One Month Notice itself is not dated, but the Landlord testified that it was issued on the date of service, October 26, 2018. The Landlord also entered into evidence a witnessed proof of service form which states that the One Month Notice was served on October 26, 2018. The One Month Notice indicates an effective move-out date of November 30, 2018.

The grounds to end the tenancy cited in that One Month Notice were:

- 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;
- 3) the tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk;
- 4) the 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;
- 5) 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
- 6) the tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to jeopardize a lawful right or interest of another occupant or the landlord.

The Landlord testified that it is unaware of any application of the tenant to dispute the One Month Notice.

Analysis

Sections 47(4) and (5) of the Act state:

(4)A tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.

(5)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

(a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and

(b) must vacate the rental unit by that date.

Based on the Landlord's testimony and after having reviewed the One Month Notice before me, I find that the tenant was served with a valid notice to end tenancy, and the One Month Notice is deemed to have been served on October 29, 2018, per section 90 of the *Act*. There is no evidence before me to suggest that the tenant has filed an application to dispute the One Month Notice within 10 days of its deemed receipt, or at any later date.

I find pursuant to section 47(5)(a) of the *Act* that the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the notice, in this case November 30, 2018. As the tenant continues to reside in the property, I find the Landlord is entitled to a two-day order of possession, pursuant to section 55 of the *Act*.

Conclusion

I grant an order of possession to the Landlord effective two days after service on the order on the tenant.

Should the tenant fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial 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 25, 2019

Residential Tenancy Branch