



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on March 7, 2019 (the "Application"). The Landlord applied for an order of possession for cause, pursuant to the *Residential Tenancy Act* (the "Act"):

The hearing was scheduled for 9:30am on April 26, 2019 as a teleconference hearing. The Landlord appeared and provided affirmed testimony. No one appeared for the Tenant. The conference call line remained open and was monitored for 10 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Landlord and I were the only persons who had called into this teleconference.

The Landlord testified the Application and documentary evidence package was served to the Tenant in person on March 10, 2019. Based on the oral and written submissions of the Landlord, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenant is deemed to have been served with the Application and documentary evidence on March 10, 2019. The Tenant did not submit documentary evidence in response to the Application.

The Landlord was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

1. Is the Landlord entitled to an order of possession based on a One Month Notice to End Tenancy for Cause (the "One Month Notice") dated February 21, 2019, pursuant to Section 47 and 55 of the *Act*?

Background and Evidence

The Landlord testified that the tenancy began on November 1, 2016. Currently, rent in the amount of \$830.00 is due to the Landlord each month. The Landlord stated that the Tenant did not pay a security deposit.

The Landlord testified that she served the One Month Notice dated February 21, 2019 with an effective vacancy date of March 31, 2019 to the Tenant in person on February 21, 2019. The Landlord submitted a proof of service signed by the Tenant in support. The One Month Notice indicated that the Tenant has;

- *Allowed an unreasonable number of occupants in the unit/site;*
- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*
- *seriously jeopardized the health or safety or a lawful right of the landlord or another occupant;*
- *put the landlord's property at significant risk;*
- *engaged in illegal activity that has caused or is likely to cause damage to the landlord's property;*
- *engaged in illegal activity that has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant; and*
- *has assigned or sublet the rental unit/site without the landlord's written consent.*

The Landlord testified that the Tenant has not vacated the rental unit according to the effective date of March 31, 2019 as indicated on the One Month Notice. The Landlord stated that the Tenant has paid rent for the month of April and the Landlord is seeking an order of possession in relation to the One Month Notice.

Analysis

Based on the uncontested affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 47(4) of the Act states that a Tenant may dispute a Notice by making an Application for Dispute Resolution within 10 days after the date the Tenant receives the Notice. Section 47(5) of the Act states that if a Tenant who has received a Notice 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.

In this case, I find that the Landlord served the Tenant with the One Month Notice in person on February 21, 2019. Therefore, I find the One Month Notice dated February 21, 2019 was sufficiently served for the purposes of the *Act*.

After receiving the One Month Notice on February 21, 2019, I find that the Tenant had until March 3, 2019 to make an application to dispute the Notice. I find the Tenant did not dispute the One Month Notice and is therefore conclusively presumed to have accepted the tenancy ended on the effective date of the One Month Notice, March 31, 2019.

Based on the Landlord's undisputed evidence, I am satisfied that the Landlord had sufficient grounds to issue the One Month Notice and obtain an end to this tenancy for cause. The Tenant has not made application pursuant to Section 47(4) of the Act within ten days of receiving the One Month Notice. In accordance with Section 47(5) of the Act, the Tenant's failure to take this action within ten days led to the end of this tenancy on the effective date of the notice. In this case, this required the Tenant to vacate the premises by March 31, 2019. As that has not occurred and I find that the One Month Notice meets the requirement set out in Section 52 of the *Act*, I find that the Landlord is entitled to an Order of Possession effective at 1:00PM on April 30, 2019, which must be served on the Tenant. If the Tenant does not comply with the Order of Possession, the Landlord may enforce this Order in the Supreme Court of British Columbia.

Conclusion

The Tenant is conclusively presumed to have accepted the end of the Tenancy in relation to the One Month Notice for Cause. Pursuant to section 55(1) of the Act, the Landlord is granted an order of possession, which will be effective at 1:00 PM April 30,

2019 after service on the Tenant. If the tenant fails to comply with the order of possession it may be filed in 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: April 26, 2019

Residential Tenancy Branch