



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WELBEC QUESNEL LTD
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, although I left the teleconference hearing connection open until 9:40 am in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 am. The landlord's property manager 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's property manager and I were the only ones who had called into this teleconference.

The landlord's property manager testified that the tenant was personally served the notice of dispute resolution package and supporting evidence on April 6, 2019. I find that the tenant was deemed served with this package on April 6, 2019, in accordance with section 89 of the Act.

Issue(s) to be Decided

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

Background and Evidence

The tenancy began on March 1, 2019 on a month-to-month basis. However, the landlord permitted the tenant to move into the rental unit on February 22, 2019. Monthly rent is \$800.00 and is payable on the first day of each month. The tenant remitted a

security deposit in the amount of \$400.00 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 served with the landlord's One Month Notice to End Tenancy for Cause (the "**Notice**") on February 28, 2019 by posting it in the door of the rental unit. The Notice indicates an effective move-out date of March 31, 2019.

The grounds to end the tenancy cited in the Notice were:

- 1) the tenant has allowed an unreasonable number of occupants in the unit/site;
- 2) the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;
- 3) 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;
- 4) the tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk;
- 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.

To date, the tenant has not disputed the 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 the Notice before me, I find that the tenant was served with an effective notice. I find that the tenant did not file an application to dispute the Notice within 10 days. Therefore 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 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 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: May 03, 2019

Residential Tenancy Branch