



# 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 convened as the result of the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for an order of possession of the rental unit pursuant to a 1 Month Notice to End Tenancy for Cause (the "Notice") issued to the tenant.

The landlord's agent ("landlord") attended the hearing; the tenant did not attend.

The landlord testified that she served the tenant with the Application for Dispute Resolution and Notice of Hearing by registered mail on June 6, 2019. The landlord provided the tracking number of the registered mail, as reflected on the style of cause page in this decision, and said the documents were mailed to the rental unit address.

Based upon the submissions of the landlord, I accept the tenant was served notice of this hearing and the landlord's application in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present her evidence orally and to refer to relevant evidence submitted prior to the hearing, and make submissions to me.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession of the rental unit?

### Background and Evidence

The landlord submitted that this tenancy began on April 1, 2018, and that monthly rent is \$350.00.

The landlord submitted evidence that the tenant was served the Notice, dated March 5, 2019, by attaching it to the tenant's door, listing an effective end of tenancy date of April 5, 2019. The landlord submitted a signed and witnessed proof of service of the Notice and a copy of the Notice.

The Notice served on the tenant sets out that the tenant had ten (10) days to file an application for dispute resolution in dispute of the Notice. It also sets out that if the tenant did not file such application within ten days, then the tenant is conclusively presumed to have accepted the end of the tenancy and must vacate the rental unit by the effective date of the Notice, in this case April 5, 2019.

The causes as stated on the Notice alleged that the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant of the landlord, has seriously jeopardized the health or safety or lawful right of another occupant or the landlord, or put the landlord's property at significant risk. Other causes listed by the landlord alleged that 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, adversely affect the quiet enjoyment, security or physical well-being of another occupant, or jeopardize a lawful right or interest of another occupant or the landlord.

The landlord's relevant evidence included documentary, video, and photographic evidence supporting the cause listed on the Notice.

I have no evidence before me that the tenant filed an application in dispute of the Notice.

### Analysis

The Notice is not effective earlier than ten days after the date the tenant received it. Under section 90 of the Act, a document served by attachment to the door or other conspicuous place is deemed received three days later. In this case, the Notice was attached on March 5, 2019, and deemed received on March 8, 2019.

A One Month Notice to end the tenancy is not effective earlier than one month after the date the tenant receives the notice and the day before the day in the month that rent is payable under the tenancy agreement. In other words, one clear calendar month before the next rent payment is due is required in giving notice to end the tenancy. Section 53 of the Act allows the effective date of a Notice to be changed to the earliest date upon

which the Notice complies with the Act; therefore, I find that the Notice effective date is changed to April 30, 2019.

I have reviewed all the evidence and accept that the tenant has been served with the Notice as declared by the landlord. Absent evidence to the contrary, the Notice was deemed received by the tenant three (3) days after the Notice was served via attaching it to the tenant's door on March 5, 2019, pursuant to section 90 of the Act. I also find no evidence that the tenant applied to dispute the Notice.

As such, I therefore find the tenant is conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice and that the landlord is entitled to an order of possession for the rental unit.

I grant the landlord a final, legally binding order of possession for the rental unit, pursuant to section 55(2)(a) of the Act, effective two (2) days after service upon the tenant. If the tenant fails to vacate the rental unit pursuant to the terms of the order after being served with it, the order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court.

### Conclusion

The landlord's application for an order of possession of the rental unit is granted, effective two (2) days after service upon 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: July 15, 2019

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Residential Tenancy Branch