



Dispute Resolution Services

Page: 1

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 dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for an Order of Possession for cause pursuant to section 55.

While the landlord's agents, MR and DJ ("landlord"), attended the hearing by way of conference call, the tenant did not. I waited until 11:10 a.m. to enable the tenant to participate in this scheduled hearing for 11:00 am. The landlord's agents were given a full opportunity to be heard, to make submissions and to call witnesses.

The landlord gave sworn testimony that on June 26, 2019, the landlord's Application for Dispute Resolution hearing package and evidence were sent to the tenant by way of registered mail. The landlord provided a tracking number during the hearing. In accordance with sections 88, 89, and 90 of the *Act*, I find the tenant deemed served with the landlord's application and evidence on July 1, 2019, five days after mailing. The tenant did not submit any written evidence for this hearing.

The landlord provided undisputed testimony that the tenant was served with the landlord's 1 Month Notice to End Tenancy For Cause ('1 Month Notice') on May 1, 2019 by way of posting the 1 Month Notice on the tenant's door. In accordance with sections 88 and 90 of the *Act*, I find that the tenant deemed served with the 1 Month Notice on May 4, 2019, 3 days after posting.

Issues to be Decided

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

Background and Evidence

This month-to-month tenancy began on January 1, 2017. Monthly rent is set at \$375.00, payable on the first of the month. The tenant paid a security deposit in the amount of \$187.50, which the landlord still holds.

The landlord issued the 1 Month Notice on the following grounds:

1. The tenant or a person permitted on the property by the tenant has:
 - i) put the landlord's property at significant risk; or
 - ii) seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

The landlord is seeking the end of this tenancy as the tenant had deliberately pulled the fire alarm in the building on multiple occasions. The most recent incident took place on April 23, 2019 when the tenant had pulled the fire alarm twice. The landlord testified that this is not the first time the tenant had done this. On January 30 and 31, 2019 the tenant had pulled the fire alarm 4 times within this period, and was arrested for Mischief. On December 17, 2017 and on June 23, 2018, the tenant had done the same thing.

The landlord submitted that the tenant's actions have put the entire building and its occupants at risk, while also occupying resources that are essential for public safety. The landlord testified that they had previous discussions with the tenant, and had issued the tenant letters regarding these incidents.

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, June 30, 2018.

In this case, this required the tenant and anyone on the premises to vacate the premises by June 30, 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 June 30, 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: July 19, 2019

Residential Tenancy Branch