



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SRB HOLDINGS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC

### Introduction

This teleconference hearing was scheduled in response to an application by the Landlord under the *Residential Tenancy Act* (the “Act”) for an Order of Possession based on a One Month Notice to End Tenancy for Cause (the “One Month Notice”).

An agent for the Landlord (the “Landlord”) was present for the hearing, while no one called in for the Tenant. The Landlord was affirmed to be truthful in his testimony and testified that the Tenant was served with the Notice of Dispute Resolution Proceeding package and a copy of their evidence in person. Although unsure of the exact date, the Landlord stated that it was early September 2019. The Landlord also stated that they provided the package to the Tenant again last week to ensure the Tenant was aware of the upcoming hearing. The Tenant did not submit any evidence in response to the application. I accept the Landlord’s affirmed testimony and find that the Tenant was served in person with the hearing documents in accordance with Section 89 of the *Act*.

I have considered all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issues to be Decided

Is the Landlord entitled to an Order of Possession based on a One Month Notice to End Tenancy for Cause?

### Background and Evidence

The Landlord provided undisputed testimony on the tenancy and also submitted a copy of the tenancy agreement into evidence. The tenancy began on May 1, 2005. Currently rent is \$981.00, due on the first day of each month. The Tenant paid a security deposit of \$342.00 at the start of the tenancy.

The Landlord testified that the One Month Notice was served to the Tenant in person on June 27, 2019. They also submitted a proof of service form signed by a witness confirming in-person service on June 27, 2019.

A copy of the One Month Notice was submitted into evidence and states the following as the reasons for ending the tenancy:

- 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
  - Put the landlord's property at significant risk

The Landlord provided details regarding the reasons in a letter dated June 26, 2019 which outlines issues with the Tenant not preparing the rental unit as required for bed bug treatment and also regarding significant damage to the rental unit. The Landlord submitted photos of the rental unit into evidence.

The Landlord stated that they did not receive any notification from the Tenant that the Tenant had applied to dispute the One Month Notice.

The effective end of tenancy date of the One Month Notice was stated as July 31, 2019. The Landlord confirmed that the Tenant paid rent for October 2019.

### Analysis

I accept the testimony of the Landlord as well as the proof of service form and find that the Tenant was served in person with the One Month Notice on June 27, 2019. As stated in Section 47(4) of the *Act*, a tenant has 10 days in which to dispute a One Month Notice.

I do not find any evidence before me that the Tenant applied to dispute the notice. The Landlord also testified that they were not aware of an application by the Tenant to

dispute the notice. Therefore, I find that the Tenant is conclusively presumed to have accepted that the tenancy ends pursuant to Section 47(5) of the *Act* as follows:

(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.

Upon review of the One Month Notice, I find that the form and content comply with Section 52 of the *Act* and therefore, pursuant to Section 55 that the Landlord is entitled to an Order of Possession. I grant the Landlord an Order of Possession effective on October 31, 2019 at 1:00 pm.

#### Conclusion

I grant an Order of Possession to the Landlord effective **October 31, 2019 at 1:00 pm**. This Order must be served on the Tenant. Should the Tenant 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: October 25, 2019

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Residential Tenancy Branch