



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LOOKOUT HOUSING AND HEALTH  
SOCIETY 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 11:12 am in order to enable the tenant to call into this teleconference hearing scheduled for 11:00 am. Two agents of the landlord attended the hearing on behalf of the landlord and were 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 agents and I were the only ones who had called into this teleconference.

The landlord's agent testified that the tenant was personally served the notice of dispute resolution package and supporting evidence on October 4, 2019. I find that the tenant was deemed served with this package in accordance with sections 88 and 89 of the Act.

### **Issue(s) to be Decided**

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

### **Background and Evidence**

The parties entered into a written, month-to-month tenancy agreement starting June 18, 2017. Monthly rent is \$375. The tenant paid the landlord a security deposit of \$187.50. The landlord still retains this deposit.

The landlord's agent testified that the tenant was served in person with the landlord's One Month Notice to End Tenancy for Landlord's Use of the Property (the "**Notice**") on September 11, 2019.

The Notice indicates an effective move-out date of October 31, 2019.

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

- 1) the tenant or a person permitted on the property by the tenant has:
  - significantly interfered with or unreasonably disturbed another occupant or the landlord;
  - seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
- 2) 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;

The tenant did not dispute 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 agent's testimony and the notice before me, I find that the tenant was served with an effective notice. The tenant did not participate in the hearing or file an application to dispute the notice within 10 days (or at all). Therefore, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice (October 31, 2019), and must vacate 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 by the landlord.

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: November 4, 2019

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Residential Tenancy Branch