



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SMITHERS COMMUNITY SERVICES
ASSOCIATION 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 11:13 am in order to enable the tenant to call into this teleconference hearing scheduled for 11:00 am. The landlord's executive director ("**KO**") and the landlord's site manager ("**NO**") 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.

KO testified that the tenant was personally served the notice of dispute resolution package and supporting evidence on September 19, 2019. I find that the tenant is deemed served with this package on that date, 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 tenancy agreement starting August 4, 2018. Monthly rent is \$561 plus utilities and is payable on the first of each month. The tenancy

agreement requires that the tenant pay the landlord a deposit of \$280, but KO testified that the tenant had failed to do this.

KO testified that the tenant failed to pay all of her monthly rent for September 2019, and any portion of her October or November 2019 rent. Additionally, KO testified that the tenant never put the utilities in her name, and the landlord pays the tenant's utilities.

KO 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 May 24, 2019.

The Notice indicates an effective move-out date of June 30, 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:
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
 - put the landlord's property at significant risk;
- 2) breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so;

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 KO'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 (June 30, 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 the landlord serves it 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: November 21, 2019

Residential Tenancy Branch