



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MEICOR PROPERTY MANAGEMENT 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 sections 47 and 55.

Both the landlord and the tenant attended the hearing. The landlord was represented by property manager, HT ("landlord"). As both parties were in attendance, service of documents was confirmed. The landlord testified she served the Application for Dispute Resolution Proceedings Package by registered mail; the tenant acknowledged receipt of the landlord's Application for Dispute Resolution Proceedings Package and advised she had no concerns with timely service of documents. I am satisfied the Application for Dispute Resolution Proceedings Package was properly served in accordance with section 89 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a An Order of Possession for Cause pursuant to sections 47 and 55?

Background and Evidence

The landlord provided the following testimony. This month to month tenancy began on April 1, 2013 with rent set at \$430.00 per month. It is currently set at \$694.00 per month, as agreed by the parties. A security deposit of \$215.00 was collected by the landlord which the landlord continues to hold.

A copy of the tenancy agreement was provided as evidence. Clause 20 of the tenancy agreement reads:

Occupants and invited guests.

The landlord may not stop the tenant from having guests in the residential premises under reasonable circumstances. If the number of permanent

occupants is unreasonable, the landlord may discuss the issue with the tenant and may serve a Notice to End a Residential Tenancy. Disputes regarding the notice may be resolved through arbitration under the Residential Tenancy Act.

The landlord testified that she was informed of additional occupants in the tenant's rental unit. On September 17th, the landlord inspected the unit and advised the tenant that the additional occupant would need to fill out an application and be approved by the landlord. This wasn't done and a breach letter was provided to the tenant. A copy of the letter, dated September 30th was provided as evidence by the landlord.

At a further inspection done on October 9th, the landlord met the additional occupant. The landlord gave the tenant until the end of October 10th to provide the landlord with the application for additional occupant or be served with a One Month Notice To End Tenancy for Cause. ("Notice")

The tenant did not file the application and the landlord sent the One Month Notice To End Tenancy for Cause to the tenant on October 11, 2019 by registered mail. A copy of the tracking number receipt was provided as evidence by the landlord. The tracking number is listed on the cover page of this decision. The Notice, signed on October 11th states an effective date of November 30, 2019 and provides the following reason for ending the tenancy:

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 provided the following testimony. She acknowledges receiving the Notice sent to her by registered mail. When she received it, she 'tried to let the landlord know what was going on'. The tenant did not elaborate on the meaning of this.

The tenant advised she did not file an Application for Dispute Resolution to dispute the Notice, although she thought about it. She was having computer issues and 'personal stuff' happening. She attended the hearing because she has nowhere to go to on November 30th when the Notice takes effect.

Analysis

The tenant acknowledged receiving the One Month Notice To End Tenancy for Cause that was served to her by registered mail. The mailing took place on October 11th and in accordance with sections 89 and 90 of the Act, I deem it served five days later, on

October 16, 2019. The tenant did not file an application to dispute the Notice within 10 days, by October 26th or anytime thereafter.

Sections 47(3)(4) and (5) of the Act state:

(3) A notice under this section must comply with section 52 [*form and content of notice to end tenancy*].

(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.

The landlord provided undisputed testimony that the tenant had additional unauthorized occupants living in the rental unit after being given written notices to have them authorized or leave. The tenant did neither. I find that a material term of the tenancy agreement has been breached by the tenant after being given written notification to correct the breach, contrary to section 47(1)(h) of the Act.

Based on undisputed testimony of the landlord, and the documents provided, I find that the 1 Month Notice complies with the form and content provisions of 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. I find that the tenant was served with a Notice that complies with section 52 of the Act.

Although the tenant had the opportunity to do so, she did not file an application to dispute the Notice within 10 days, by October 26, 2019. Since the tenant did not file for dispute resolution, she is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and must move out of the unit.

Conclusion

The effective date stated on the One Month Notice To End Tenancy for Cause is November 30, 2019. I grant an Order of Possession to the landlord effective **November 30, 2019 at 1:00 P.M.**

Should the tenants or anyone on the premises 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: November 25, 2019

Residential Tenancy Branch