



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CITY OF VANCOUVER 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.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:40 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 p.m. Landlord D.D.S (the "landlord") attended the hearing and was 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 and I were the only ones who had called into this teleconference.

The landlord testified that he served the tenant with his application for dispute resolution via registered mail on October 25, 2019. A Canada Post receipt evidencing the above mailing was entered into evidence. I find that the tenant was deemed served with the landlord's application for dispute resolution on October 30, 2019, five days after its registered mailing, in accordance with section 89 and 90 of the *Act*.

Issues to be Decided

1. Is the landlord entitled to an Order of Possession for cause, pursuant to sections 47 and 55 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the landlord, not all details of his submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

The landlord provided the following undisputed testimony. This tenancy began on January 1, 2016 and is currently ongoing. Monthly rent in the amount of \$375.00 is payable on the first day of each month. A security deposit of \$187.50 was paid by the tenant to the landlord. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

The landlord testified that on September 30, 2019 the tenant was served with a One Month Notice to End Tenancy for Cause with an effective date of November 30, 2019 (the "One Month Notice") via registered mail. A Canada Post receipt evidencing the above mailing was entered into evidence.

The tenant did not file an application with the Residential Tenancy Branch to dispute the One Month Notice.

The One Month Notice stated the following reasons for ending the tenancy:

- 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;
 - put the landlord's property at significant risk.
- Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to:
 - damage the landlord's property;
 - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant;
 - Jeopardize a lawful right or interest of another occupant or the landlord.

The landlord testified that the tenant has repeatedly broken items in the subject rental property including the door, the fire system and the walls. The landlord testified that the

tenant tampered with the fire system in the subject rental building which put the other tenants in jeopardy.

The landlord testified that the tenant has threatened his life on numerous occasions.

The landlord testified that the police have attended at the subject rental property on numerous occasions due to the tenant's behavior and activities.

The landlord testified that the tenant frequently does drugs at the subject rental property and cannot be reasoned with when he is high.

Analysis

I find that the tenant is deemed to have received the One Month Notice on October 5, 2019, five days after its mailing, in accordance with section 88 and 90 of the *Act*.

Section 47(4) and section 47(5) of the *Act* state that if a tenant who has received a One Month Notice does not make an application for dispute resolution within 10 days after the date the tenant receives the notice, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. In this case, the tenant did not dispute the One Month Notice within 10 days of receiving it.

I find that, pursuant to section 47 of the *Act*, the tenant's failure to file to dispute the One Month Notice within 10 days of receiving the One Month Notice led to the end of this tenancy on the effective date of the notice. In this case, this required the tenant to vacate the premises by November 31, 2019. As that has not occurred, I find that the landlord is entitled to a 2-day Order of Possession. The landlord will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

I am also satisfied, based on the landlord's testimony, that the tenant's behavior, in particular the tenant's death threats to the landlord, constitute a significant interference and unreasonable disturbance to the landlord. I find that the tenant breached section 47(1)(d)(i) of the *Act*. On this basis, I uphold the landlord's One Month Notice.

Conclusion

Pursuant to section 55 of the *Act*, I grant an Order of Possession to the landlord effective **two days after service 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: December 10, 2019

Residential Tenancy Branch