



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1162538 B.C. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OPC

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution filed on November 15, 2019 in which the Landlord sought an Order of Possession based on an undisputed 1 Month Notice to End Tenancy for Cause issued on September 9, 2019 (the "Notice").

The hearing of the Landlord's Application was scheduled for 11:00 a.m. on January 14, 2020. Only the Landlord's lawyer, S.S. called into the hearing. He stated that the Tenant was served with notice of the hearing, the Landlord's Application for Dispute Resolution and the Landlord's evidence on November 23, 2019 by registered mail. The registered mail tracking information was provided in evidence and the tracking number is included on the unpublished cover page of this my Decision.

Section 90 of the *Act* provides that documents served by registered mail are deemed served five days later; as such I find the Tenant was served with notice of this hearing as of November 28, 2019, and I proceeded in their absence.

Issues to be Decided

1. Is the Landlord entitled to an Order of Possession based on the Notice?

Background and Evidence

The Landlord's counsel stated that the Landlord took over ownership of this property June 30, 2019. At that time the tenancy was ongoing. The Tenant paid \$450.00 in rent and continued to do so until October 2019, following which the Tenant stopped paying rent.

The Landlord's representative met with all the Tenants of the rental property on September 9, 2019. At that time the Tenants were served 1 Month Notices to End Tenancy for Cause as well

the August 13, 2019 letter from the city in which the rental unit is located. This letter is referenced on the Notice and sets out the reasons the Landlord sought to end the tenancy; namely, that the condition of the exterior of the rental unit was not being maintained to such an extent the Tenants were putting the property at risk.

The Landlord provided a Proof of Service in evidence confirming that this Tenant was served the Notice and the August 13, 2019 letter on September 9, 2019. A.S. was noted as a witness to this personal service.

Counsel confirmed the Tenant has not applied to dispute the Notice and has not vacated the rental unit.

Analysis

A Landlord may end a tenancy provided they do so in accordance with the *Residential Tenancy Act*. Section 47 of the *Act* allows a Landlord to end a tenancy for cause and reads as follows:

Landlord's notice: cause

47 (1)A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

- (a)the tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement;
- (b)the tenant is repeatedly late paying rent;
- (c)there are an unreasonable number of occupants in a rental unit;
- (d)the tenant or a person permitted on the residential property by the tenant has
 - (i)significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
 - (ii)seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
 - (iii)put the landlord's property at significant risk;
- (e)the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that
 - (i)has caused or is likely to cause damage to the landlord's property,

(ii)has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or

(iii)has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;

(f)the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;

(g)the tenant does not repair damage to the rental unit or other residential property, as required under section 32 (3) *[obligations to repair and maintain]*, within a reasonable time;

(h)the tenant

(i)has failed to comply with a material term, and

(ii)has not corrected the situation within a reasonable time after the landlord gives written notice to do so;

(i)the tenant purports to assign the tenancy agreement or sublet the rental unit without first obtaining the landlord's written consent as required by section 34 *[assignment and subletting]*;

(j)the tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property;

(k)the rental unit must be vacated to comply with an order of a federal, British Columbia, regional or municipal government authority;

(l)the tenant has not complied with an order of the director within 30 days of the later of the following dates:

(i)the date the tenant receives the order;

(ii)the date specified in the order for the tenant to comply with the order.

(2)A notice under this section must end the tenancy effective on a date that is

(a)not earlier than one month after the date the notice is received, and

(b)the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

(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.

I find the Tenant was served the Notice on September 9, 2019. I also find that the Tenant failed to apply for Dispute Resolution as required by section 47(4). As such, the Tenant is conclusively presumed to accept the end of the tenancy as set out in section 47(5) and must vacate the rental unit.

I have reviewed the Notice and find it complies with section 52 of the *Act*. I am satisfied the Tenant was thoroughly informed as to the reasons for ending the tenancy by way of the Notice, the August 13, 2019 letter from the City and the September 9, 2019 meeting with the Landlord.

I therefore award the Landlord an Order of Possession pursuant to section 55 of the *Act*. This Order must be served on the Tenant and may be filed and enforced in the B.C. Supreme Court.

Conclusion

The Tenant failed to dispute the Notice as required by section 47 of the *Act*.

The Landlord is granted an Order of Possession effective two days after service 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: January 14, 2020