



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Aboriginal Housing Society of Prince
George and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

The landlord filed an Application for Dispute Resolution (the “Application”) on February 7, 2020 seeking an order of possession for the rental unit. The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”) on March 12, 2020. In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

The agents for the landlord confirmed service of the Notice for Dispute Resolution to the tenant on February 7, 2020, by way of registered mail, providing the tracking number. This included the documentary evidence they provided for this hearing.

The agents for the landlord who attended the hearing stated that the tenant would not attend to the conference call hearing. They provided that, by way of prior agreement, the tenant was cleaning out their material the same day, March 12, 2020. They stated the tenant had asked permission to stay until March 12, 2020, having already found another place to live.

Issue(s) to be Decided

Is the landlord entitled to issue an Order of Possession pursuant to sections 47 and 55 of the *Act*?

Background and Evidence

I have reviewed all evidence and written submissions before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this section.

The landlords submitted a copy of the residential tenancy agreement which was signed by the landlord’s agent on July 7, 2010, and the tenant on July 8, 2010. The tenancy began on October 1, 2010, under a subsidized housing arrangement, with the rent being adjusted each year. The current rent amount is \$718.00 per month, payable on the first of each month.

The landlords submitted as evidence a copy of the One Month Notice to End Tenancy for Cause (the "One Month Notice") dated January 22, 2020, citing the tenant or a person permitted on the property by the tenant has significantly jeopardized the health or safety or lawful right of another occupant or the landlord, and put the landlord's property at significant risk. The One Month Notice provides that the tenant had ten days from the date of service to apply for Dispute Resolution or the tenancy would end on the stated effective vacant date of February 29, 2020.

The copy of the registered mail Proof of Service of Notice to End Tenancy indicates that the One Month Notice was sent via registered mail on January 22, 2020.

The landlords gave testimony covered details on the rent, in this situation of subsidized housing. They stated that the tenant has had multiple warnings of breaches to the tenancy agreement, violations of conditions involving pets, hazards present within the rental unit, and overall cleanliness within the unit. The dispute description lists: "Extreme damage to property that was not noticeable because of the amount of garbage and debris piled [sic] in every room making it hard to enter. Mold build behind debris."

Pictures submitted by the landlords show the state of the unit in question. One of the agents for the landlord gave a description of their entry into the unit to inspect, and their discoveries of the bad condition of the unit therein.

The tenant did not attend the hearing. There is no documentary evidence of the tenant submitted to respond to the reasons for the issuance of the One Month Notice.

Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if, among other things, one or more of the following applies:

- a) The tenant or a person permitted on the residential property by the tenant has
 - 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;

Section 47(4) allows a tenant who receives a notice to end tenancy 10 days to submit an Application for Dispute Resolution to cancel the notice. Section 47(5) stipulates that if a tenant fails to apply within 10 days, they are conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and they must vacate the rental unit.

I have reviewed the Notice, and I find it complies with the form and content requirements of section 52 of the *Act*. Section 90 allows for a document served by registered mail to be deemed received on the 5th day after it is mailed. In accordance with this, I find the tenant was deemed served with the Notice on January 27, 2020, five days after its posting.

I have reviewed the oral testimony and documentary evidence and I find that the tenants did not dispute the Notice within ten days, pursuant to section 47(4). I find that the tenant is conclusively presumed to have accepted that the tenancy has ended in accordance with section 47(5).

I find the landlord has the authority to issue the Notice under section 47 of the *Act*. I grant the landlord's request for an Order of Possession under section 55 of the *Act*.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** 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 *Act*.

Dated: March 16, 2020

Residential Tenancy Branch