



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE BLOOM GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FFL

Introduction

On January 14, 2020, the Landlord submitted an Application for Dispute Resolution requesting an order of possession for the rental unit based on issuance of a One Month Notice to End Tenancy for Cause.

The matter was set for a conference call hearing. The Landlord and Tenant attended the conference call hearing.

The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

The parties confirmed that they have exchanged the documentary evidence that I have before me. I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to an order of possession for cause?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord and Tenant testified that the tenancy began on August 1, 2019, as a five-month fixed term tenancy. Rent in the amount of \$375.00 is to be paid to the Landlord by the first day of each month.

The Landlord testified that a One Month Notice to End Tenancy for Cause ("the One Month Notice") was served to the Tenant on December 27, 2019 using registered mail. The Landlord provided a registered mail receipt and tracking number indicating the registered mail was sent to the Tenant on December 27, 2019.

The reasons selected by the Landlord within the One Month Notice are as follows:

*Tenant has allowed an unreasonable number of occupants in the unit /site
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*

The One Month Notice provides that the Tenant must move out of the rental unit by January 31, 2020.

The One Month Notice provides information on the rights of a Tenant. At the top of the form the Notice provides: "You may be EVICTED if you do not respond to this Notice." The Notice also informs the Tenant of the right to dispute the Notice within 10 days after receiving it. The Notice informs the Tenant that if an application to dispute the Notice is not filed within 10 days, the Tenant is presumed to accept the Notice and must move out of the rental unit on the effective date set out on page one of the Notice.

The Tenant testified that she received the registered mail notice, but she did not pick up the One Month Notice from the post office.

The Landlord is seeking an order of possession for the rental unit, based on an undisputed One Month Notice to End Tenancy for Cause dated December 27, 2019.

The Landlord testified that she is willing to give the Tenant additional time to find a new place. The Landlord requested an order of possession effective April 30, 2020.

Analysis

Based on the evidence before me, the testimony of the Landlord and Tenant, and on a balance of probabilities, I find that pursuant to section 90 of the Act the One Month Notice is deemed to have been received by the Tenant on the fifth day after it was mailed.

I find that the Tenant received the registered mail notice and did not pick up the mail. I find that the One Month Notice is deemed to have been received on January 1, 2020.

I find that the Tenant did not apply to dispute the One Month Notice and is therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

Section 55 of the Act provides that a Landlord may request an order of possession of a rental unit when a notice to end tenancy is given by a Landlord and the Tenant has not disputed the Notice and the time for making that application has expired.

I find that the Landlord is entitled to an order of possession, pursuant to section 55 of the Act. Since the Landlord has requested an effective date of April 30, 2020, I grant an order of possession for the rental unit effective at 1:00 pm on April 30, 2020. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to pay the Landlord the \$100.00 fee that the Landlord paid to make application for dispute resolution. I authorize the Landlord to keep \$100.00 from the security deposit of \$187.50 in full satisfaction of the filing fee.

Conclusion

The Tenant is deemed to have received a One Month Notice to End Tenancy for Cause dated December 27, 2019. The Tenant is presumed under the legislation to have accepted that the tenancy ended on January 31, 2020; the effective date of the One Month Notice.

The Landlord is granted an order of possession effective at 1:00 pm on April 30, 2020, 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: March 19, 2020

Residential Tenancy Branch