



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Atira Property Management
Inc and [tenant name suppressed to protect
privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on January 21, 2020 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession based on a One Month Notice for Cause dated December 31, 2019 (the "One Month Notice").

The hearing was scheduled for 9:30 AM on March 24, 2020 as a teleconference hearing. G.M. appeared on behalf of the Landlord and provided affirmed testimony. No one appeared for the Tenant. The conference call line remained open and was monitored for 12 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that G.M. and I were the only persons who had called into this teleconference.

G.M. testified the Application and documentary evidence package was served to the Tenant by registered mail on January 22, 2020. The Landlord submitted a registered mail receipt confirming the mailing. Based on the oral and written submissions of the Applicant, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenant is deemed to have been served with the Application and documentary evidence on January 27, 2020, the fifth day after the registered mailing.

G.M. was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to 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.

Issue(s) to be Decided

1. Is the Landlord entitled to an order of possession based on a One Month Notice for Cause, pursuant to Section 47 and 55 of the *Act*?

Background and Evidence

The Landlord provided a copy of the tenancy which indicates that the tenancy began on July 20, 2018. Currently rent in the amount of \$375.00 is due to the Landlord each month. The Tenant paid a security deposit in the amount of \$187.50 which the Landlord continues to hold. G.M. stated that the Tenant has paid rent for March 2020 and continues to occupy the rental unit.

G.M. testified that the One Month Notice dated December 31, 2019 with an effective vacancy date of February 29, 2019 was served to the Tenant on December 31, 2019 by posting it to the Tenant's door. The Landlord provided a witnessed proof of service in support. The Landlord's reason for ending the tenancy on the One Month Notice is;

"Tenant or a person permitted on the property by the Tenant has seriously jeopardized the health and safety or lawful right of another occupant or the Landlord."

"Tenant has assigned or sublet the rental unit without the Landlord's written consent."

G.M. stated that the Tenant has guest management issues in which the Tenant allows problematic and high risk guests to enter the rental property. G.M. stated that the Tenant's guest has threatened to harm other occupants in the rental property which has seriously jeopardized the health and safety of the other occupants and staff in the rental property.

Furthermore, G.M. stated that the Tenant regularly offers his rental units to guests to stay in for a fee. G.M. stated that the Tenant collects money from his guests while he stays elsewhere. G.M. stated that the Tenant did not gain permission from the Landlord to sublet his rental unit to guests. Also, G.M. stated that when the Tenant return to his rental unit, he asks the Landlord to remove the guests from his rental unit on his behalf.

G.M. stated that the Tenant has been cautioned against doing this, however, the problems continue. The Landlord is seeking an order of possession in relation to the One Month Notice.

Analysis

Based on the uncontested documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

According to Section 47 (1) of the Act, a landlord may end a tenancy by giving notice to end the tenancy for cause.

The Landlord served the Tenant with a One Month Notice to End Tenancy for Cause on December 31, 2019 with an effective vacancy date of February 29, 2020, by posting it to the Tenant's door on December 31, 2019. Based on the oral and written submissions of the Landlord and their Agent, and in accordance with sections 88 and 90 of the Act, I find that the Tenant is deemed to have been served with the One Month Notice on January 3, 2020.

Section 47(4) of the Act states that a Tenant may dispute a Notice by making an Application for Dispute Resolution within 10 days after the date the Tenant receives the Notice. Section 47(5) of the Act states that if a Tenant who has received a Notice does not make an Application for Dispute Resolution in accordance with Subsection (4), 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.

As I have found that the Notice was deemed served on the Tenant on January 3, 2020 and that there is no evidence before me that the Tenant applied for Dispute Resolution within 10 days or applied for more time to cancel the Notice, I find that the Tenant is conclusively presumed to have accepted the end of her tenancy on the corrected effective date of February 29, 2020.

As G.M. stated that the Tenant has not moved out of the rental unit, I find that the Landlord is entitled to an Order of Possession effective at 1:00 PM on March 31, 2020 which must be served to the Tenant. If the Tenant does not vacate the rental unit in accordance with the Order of Possession, the Landlord may enforce this Order in the Supreme Court of British Columbia. The Tenant is cautioned that the cost of such enforcement is recoverable from the Tenant.

Conclusion

The Tenant is conclusively presumed to have accepted the end of the tenancy for cause. Pursuant to Section 55 of the Act, I grant the Landlord an Order of Possession to be effective at 1:00 PM after notice is served 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: March 24, 2020

Residential Tenancy Branch