



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding QUEENCOVER INVESTMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPC, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Cause and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on February 18, 2020 the Dispute Resolution Package and all evidence the Landlord submitted to the Residential Tenancy Branch for this matter were served to the Tenant, via registered mail, at the rental unit. The Landlord submitted Canada Post documentation that corroborates this statement. The Agent for the Landlord stated that these documents were not claimed by the Tenant and they were returned to the Landlord.

On the basis of the undisputed evidence, I find that the aforementioned documents were served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however, the Tenant did not appear at the hearing. As the documents were properly served to the Tenant, the hearing proceeded in his absence and the evidence was accepted as evidence for these proceedings.

The Agent for the Landlord affirmed that she would provide the truth, the whole truth, and nothing but the truth at these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Background and Evidence

The Agent for the Landlord stated that this tenancy began on November 07, 2019 and that rent was due by the first day of each month.

The Agent for the Landlord stated that on December 13, 2019 she personally served the Tenant with the One Month Notice to End Tenancy for Cause, which was submitted in evidence. This Notice declared that the Tenant must vacate the rental unit by January 13, 2020.

The One Month Notice to End Tenancy for Cause declared that the Landlord was ending the tenancy because the tenant or a person permitted on the property has significantly interfered with or unreasonably disturbed another occupant or the landlord; the tenant or a person permitted on the property has seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and the tenant or a person permitted on the property has put the landlord's property at significant risk.

The Notice to End Tenancy for Cause declared that the Tenant must move out of the rental unit by the date set out on the front page of the Notice if they do not dispute the Notice within ten days of receiving it.

The Agent for the Landlord stated that she does not believe that the Tenant filed an Application for Dispute Resolution to dispute the One Month Notice to End Tenancy for Cause.

Analysis

On the basis of the undisputed evidence, I find that on December 13, 2019 the Tenant was personally served with a One Month Notice to End Tenancy for Cause, served pursuant to section 47 of the *Act*, which declared the Tenant must vacate the rental unit by January 13, 2020.

Section 47(5) of the *Act* stipulates that tenants are conclusively presumed to have accepted that the tenancy ends on the effective date of a notice received pursuant to section 47 of the *Act* and that the tenants must vacate the rental unit by that date, unless the tenants dispute the notice within ten days of receiving it.

As there is no evidence that the Tenant filed an Application for Dispute Resolution in which the Tenant disputed this One Month Notice to End Tenancy for Cause, I find that the Tenant is conclusively presumed to have accepted the tenancy was ending on January 13, 2020, pursuant to section 47(5) of the *Act*.

As the Tenant was required to vacate the rental unit in accordance with this One Month Notice to End Tenancy for Cause, pursuant to section 47(5) of the *Act*, I grant the Landlord an Order of Possession for the rental unit.

I find that the Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on April 30, 2020. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

It is my understanding that due to the current health crisis in British Columbia, the Supreme Court of British Columbia is not enforcing most Orders of Possession. This does not affect the validity of this Order of Possession. In the event the Tenant is able to safely move out of the rental unit during this health crisis by the effective date of this Order of Possession, the Tenant should do so. The effective date of this Order is intended to provide the Tenant with a reasonable opportunity to safely secure alternate accommodations.

In the event the Tenant does not vacate the rental unit by the effective date of the Order of Possession, the Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court whenever that Court deems it appropriate.

The Landlord has established a monetary claim, in the amount of \$100.00, in compensation for the fee paid to file this Application for Dispute Resolution. I grant the Landlord a monetary Order for \$100.00. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: April 06, 2020

Residential Tenancy Branch