



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding H.E. ROOMS INC
and [tenant name suppressed to protect
privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing was convened by way of conference call. The Landlord filed an Application for Dispute Resolution on March 02, 2020 (the "Application"). The Landlord applied for an Order of Possession based on a One Month Notice to End Tenancy for Cause dated January 31, 2020 (the "Notice").

The Agent for the Landlord appeared at the hearing. The Tenant did not appear at the hearing which lasted 15 minutes. I explained the hearing process to the Agent who did not have questions when asked. The Agent provided affirmed testimony.

The Landlord submitted evidence prior to the hearing. The Tenant did not submit evidence. I addressed service of the hearing package and Landlord's evidence.

The Agent testified that the hearing package and evidence were served on the Tenant in person March 12, 2020. The Agent confirmed the Landlord did not submit evidence of service.

Based on the undisputed testimony of the Agent, I find the Tenant was served with the hearing package and evidence in accordance with sections 88(a) and 89(2)(a) of the *Residential Tenancy Act* (the "Act"). I also find the Landlord complied with rule 3.1 of the Rules of Procedure in relation to the timing of service.

As I was satisfied of service, I proceeded with the hearing in the absence of the Tenant. The Agent was given an opportunity to present relevant evidence and make relevant submissions. I have considered all documentary evidence and oral testimony of the Agent. I will only refer to the evidence I find relevant in this decision.

Issue to be Decided

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

Background and Evidence

The Agent testified as follows. There is a verbal tenancy agreement between the parties in relation to the rental unit. She does not know when the tenancy started but thinks it started around 2010. It is a month-to-month tenancy. Rent is \$476.00 per month due on the first day of each month. The Tenant paid a \$238.00 security deposit.

The Landlord submitted a copy of the Notice. It is addressed to the Tenant and relates to the rental unit. It is signed and dated by the Agent. It has an effective date of February 29, 2020. The grounds for the Notice are that the Tenant or a person permitted on the property by the Tenant has seriously jeopardized the health or safety or lawful right of another occupant or the Landlord and put the Landlord's property at significant risk.

The Agent testified that both pages of the Notice were posted to the door of the rental unit on January 31, 2020. A Proof of Service signed by a witness was submitted in support of this.

The Agent testified that the Tenant did not dispute the Notice.

The Agent testified as follows in relation to the grounds for the Notice. The Tenant's room is "horrible". The Landlord has pest control attend the rental unit building regularly. The Tenant has refused the Landlord and pest control entry numerous times despite the Landlord giving proper notice. The Tenant has blocked access to the unit.

The Agent sought an Order of Possession effective at the end of May.

Analysis

The Notice was issued under section 47(1)(d) of the *Act*.

Based on the undisputed testimony of the Agent and Proof of Service, I am satisfied the Tenant was served with the Notice on January 31, 2020 in accordance with section 88(g) of the *Act*. Pursuant to section 90(c) of the *Act*, the Tenant is deemed to have received the Notice on February 03, 2020.

The Tenant had 10 days from receiving the Notice on February 03, 2020 to dispute it under section 47(4) of the *Act*. I accept the undisputed testimony of the Agent that the Tenant did not dispute the Notice. I have no evidence before me that the Tenant did. I am satisfied the Tenant did not dispute the Notice.

Upon a review of the Notice, I find it complies with section 52 of the *Act* in form and content as required by section 47(3) of the *Act*.

Pursuant to section 47(5) of the *Act*, the Tenant is conclusively presumed to have accepted that the tenancy ended March 31, 2020, the corrected effective date of the Notice. The Tenant was required to vacate the rental unit by March 31, 2020.

I find the Landlord is entitled to an Order of Possession and issue the Landlord an Order of Possession effective May 31, 2020 pursuant to section 55(2)(b) of the *Act*.

Conclusion

The Landlord is issued an Order of Possession effective at 1:00 p.m. on May 31, 2020. This Order must be served on the Tenant. If the Tenant does not comply with the Order, it may be filed in the Supreme Court and enforced as an order of that Court
SUBJECT TO THE MINISTERIAL ORDER REFERRED TO ON THE LAST PAGE OF THIS DECISION.

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: May 07, 2020

Residential Tenancy Branch