



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Coast Foundation Society
(1974) and [tenant name suppressed to protect
privacy]

DECISION

Dispute Codes

OPC

Introduction

In this dispute, the landlord sought an order of possession for cause, pursuant to sections 47 and 55 of the *Residential Tenancy Act* (the “Act”).

The landlord applied for dispute resolution on April 3, 2020 and a dispute resolution hearing was held, by way of telephone conference, on May 26, 2020. Two representatives for the landlord, the tenant, and the tenant’s wife attended the hearing, were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses.

The parties did not raise any issues regarding the service of evidence.

I have only considered evidence that was submitted in compliance with the *Rules of Procedure*, to which I was referred, and which was relevant to the issue of this application.

Issue

Is the landlord entitled to an order of possession?

Background and Evidence

The landlord’s representative (K.O.) testified that the tenant currently pays monthly rent of \$375, which is due on the first of the month. After dealing with ongoing issues whereby the tenant permitted hazards to the property to occur, the landlord gave the tenant a One Month to End Tenancy for Cause (the “Notice”). The landlord served the tenant with the Notice, in person, on February 26, 2020.

The Notice indicated that the tenancy would end on March 31, 2020. Page two of the Notice indicated three grounds on which the Notice was being issued. On the very top of the Notice, in upper case, bold font, is the statement: “**HOW TO DISPUTE THE NOTICE** [. . .] You have the right to dispute this Notice **within 10 days** of receiving it”.

The landlord testified that the landlord has received no *Notice of Dispute Resolution Proceeding* regarding the Notice from the tenant. A copy of the Notice was submitted into evidence, along with copies of a warning letter and the written tenancy agreement.

The tenant testified that his room has been cleaned up now, and that it does not present any sort of hazard. He also briefly testified about the condition of some of the other tenants’ rooms, explaining that they were, and are, far worse than his.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

In this dispute, the landlord issued the Notice under section 47(1) (d) of the Act. I have reviewed the Notice, and it complies with sections 47(3) and 52 of the Act; that is, all of the required information is contained in the Notice.

Section 47(4) of the Act states that a “tenant may dispute a notice under this section 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 the following:

(5) If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant

(a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and

(b) must vacate the rental unit by that date.

In this case, the tenant received the Notice on February 26, 2020. Therefore, he had until March 7, 2020 in which to file an application for dispute resolution. He did not. As

such, the tenant was conclusively presumed to have accepted that the tenancy ended on March 31, 2020. The tenant is therefore required to vacate the rental unit.

Section 55(2)(b) of the Act states that

A landlord may request an order of possession of a rental unit in any of the following circumstances by making an application for dispute resolution:
[. . .] a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired

As the Notice was given by the landlord, as the tenant did not dispute the Notice by making an application for dispute resolution, and as the time for making that application has expired, I thus grant the landlord an order of possession. An order of possession, effective two days after service of the order, is issued in conjunction with this Decision.

Conclusion

I grant the landlord an order of possession, which must be served on the tenant and is effective two days from the date of service.

Should the tenant fail to comply with the order of possession, the order may be filed in, and enforced as an order of, the Supreme Court of British Columbia, subject to the restrictions currently in place pursuant to Ministerial Order No. M089, Residential Tenancy (COVID-19) Order, MO 73/2020.

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 26, 2020

Residential Tenancy Branch