



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for an Order of Possession for cause pursuant to section 55.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 11:10 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 11:00 a.m. The landlord and their counsel attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. 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 the landlord, landlord's counsel, and I were the only ones who had called into this teleconference.

The tenant was served with the landlord's Application for Dispute Resolution hearing package and evidence by way of registered mail on April 27, 2020. The landlord provided a tracking number in their evidentiary materials. In accordance with sections 88, 89, and 90 of the *Act*, I find the tenant deemed served with the landlord's application and evidence on May 2, 2020, five days after mailing. The tenant did not submit any written evidence for this hearing.

The landlord provided undisputed testimony that the tenant was served with the landlord's 1 Month Notice to End Tenancy For Cause ('1 Month Notice') on January 28, 2020, by way of posting the 1 Month Notice on an inconspicuous place. In accordance with sections 88 and 90 of the *Act*, I find that the tenant deemed served with the 1 Month Notice on January 31, 2020, 3 days after posting.

Issues to be Decided

Is the landlord entitled to an Order of Possession for cause?

Background and Evidence

This month-to-month tenancy began approximately 2 years ago. Monthly rent is set at \$300.00, payable on the first of the month.

The landlord issued the 1 Month Notice on the following grounds:

1. The rental unit must be vacated to comply with a government order.

The landlord is seeking the end of this tenancy in order to comply with an Order from the Supreme Court dated January 21, 2019. The landlord included a copy of the Order in their evidentiary materials.

The Order states that the landlord is in contravention of municipal bylaws by using the structure as a dwelling unit, and for occupancy by more than one household. The landlord has been ordered to cease using the dwelling unit for occupancy by more than one household, and apply for either a demolition permit to demolish or remove the Carport, or a building permit to return the Carport to an accessory structure which is fully enclosed on less than three sides and used or intended for the sheltering of vehicle.

Analysis

A copy of the 1 Month Notice was submitted by the landlord for this hearing, and I find that the landlord's 1 Month Notice complies with section 52 of the *Act*, which states that the Notice must: be in writing and must: (a) be signed and dated by the landlord or tenant giving the notice, (b) give the address of the rental unit, (c) state the effective date of the notice, (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and (e) when given by a landlord, be in the approved form.

Section 47 of the *Act* provides that upon receipt of a notice to end tenancy for cause the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. I find that the tenant has failed to file his application for dispute resolution within the ten days of service granted under section 47(4) of the *Act*. Accordingly, I find that the tenant is conclusively presumed under section 47(5) of the *Act* to have accepted that the tenancy ended on the effective date of the 1 Month Notice, February 29, 2020.

In this case, this required the tenant and anyone on the premises to vacate the premises by February 29, 2020. As this has not occurred, I find that the landlord is

entitled to a two (2) day Order of Possession against the tenant, pursuant to section 55 of the *Act*.

Conclusion

I find that the landlord is entitled to an Order of Possession. I find that the landlord's 1 Month Notice is valid and effective as of February 29, 2020.

I grant an Order of Possession to the landlord effective two **days after service of this Order** on the tenant. Should the tenant and any occupant of this original rental agreement 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: May 28, 2020

Residential Tenancy Branch