



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 for Dispute Resolution made on April 22, 2020 (the "Application"). The Landlord applies for an order of possession, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlord attended the hearing and provided affirmed testimony. The Tenant did not attend the hearing.

The Landlord testified that the Notice of Dispute Resolution Proceeding package was served on the Tenant in person on June 30, 2020. In the absence of evidence to the contrary, I find these documents were served on and received by the Tenant on that date.

The Landlord was provided with a full 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 and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord testified the tenancy began in 2013. Rent is due in the amount of \$1,250.00 per month. The Tenant paid a security deposit in the amount of \$500.00, which the Landlord holds.

The Landlord sought an order of possession based on an undisputed One Month Notice to End Tenancy for Cause, dated February 26, 2020 (the "One Month Notice"). A copy of the One Month Notice was submitted into evidence. The Landlord testified the One Month Notice was served on the Tenant in person on February 26, 2020. The Landlord testified she has not received notice that the Tenant has ever disputed the One Month Notice although the Tenant continues to reside in the rental unit.

Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 47 of the *Act* permits a landlord to take steps to end a tenancy for cause. Section 47(4) confirms that a tenant who receives a notice to end tenancy under this section has 10 days to dispute the notice by making an application for dispute resolution. Section 47(5) of the *Act* confirms that failure to do so results in the conclusive presumption that the tenant accepts that the tenancy ends on the effective date of the notice to end tenancy and must vacate the rental unit.

In this case, I find that the Landlord served the One Month Notice on the Tenant in person and that it was received by the Tenant on February 26, 2020. I also find the Tenant did not dispute the One Month Notice within 10 days after receipt as required by section 47(4) of the *Act*. As a result, pursuant to section 47(5) of the *Act*, I find the Tenant is conclusively presumed to have accepted the end of the tenancy and must vacate the rental unit. However, the Tenant continues to occupy the rental unit. The Landlord is granted an order of possession which will be effective two (2) days after it is served on the Tenant.

Conclusion

The Landlord is granted an order of possession which will be effective two (2) days after service on the Tenant. The order may be filed in 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: July 7, 2020

Residential Tenancy Branch