



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Landlord under the Residential Tenancy Act (the Act), seeking:

- An Order of Possession for the rental unit based on an uncontested One Month Notice to End Tenancy for Cause (One Month Notice).

The hearing was convened by telephone conference call and was attended by an Agent for the Landlord (the Agent), the Tenant, and the Tenant's Social Worker (the Social Worker), all of whom provided affirmed testimony. The Tenant acknowledged receipt of the Application, the Notice of Hearing and the Landlord's documentary evidence. NO documentary evidence was served on the Landlord or submitted to the Residential tenancy Branch (the Branch) on behalf of the Tenant. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Residential Tenancy Branch Rules of Procedure (the Rules of Procedure); however, I refer only to the relevant and determinative facts, evidence and issues in this decision.

At the request of the Agent, a copy of the decision and any orders issued in favor of the Landlord will be emailed to them at the email address provided in the Application. At the request of the Tenant, a copy of the decision will be emailed to the Social Worker at the email address provided in the hearing.

Preliminary Matters

Although the Landlord stated that a copy of the One Month Notice was submitted with the Application at Service BC, a copy was not in the documentary evidence before me for consideration. As a result, I ordered both parties to submit a copy to the Branch for

my consideration by 4:30 P.M. on the date of the hearing, August 27, 2020. I advised the parties that they could submit it online through the Dispute Access Site or in person at the Branch or a Service BC location.

I advised the parties that if I did not receive a copy within the timeline stated above, I would render my decision without consideration of it. As both parties submitted copies of the One Month Notice in accordance with the timeline set out above, I accepted them for consideration in rendering this decision.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession for the rental unit based on an uncontested One Month Notice pursuant to section 55 (2) (b) of the Act?

Background and Evidence

No arguments were raised by either party in the hearing that a tenancy under the Act does not exist.

The Agent stated that a copy of the One Month Notice was personally served on the Tenant on July 10, 2020, and the Tenant confirmed receipt of the One Month Notice on or about that date.

Both copies of the One Month Notice in the documentary evidence before me are signed and dated July 10, 2020, have an effective date of August 31, 2020, and list the correct address for the rental unit. Although there are slight differences on the grounds selected for ending the tenancy between the Landlord's copy and the Tenant's copy, both notices state the following grounds:

- The tenant has allowed an unreasonable number of occupants in a rental unit;
- The tenant is repeatedly late paying rent;
- The tenant or a person permitted on the residential property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property, and
 - seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant
- the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that:

- has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, and
- has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord.

In addition to the grounds for ending the tenancy listed above, the Landlord's copy also includes the following grounds:

- The tenant or a person permitted on the residential property by the tenant has put the landlord's property at significant risk;
- the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that has or is likely to damage the landlord's property; and
- the tenant has assigned or sublet the rental unit/site/property/park without landlord's written consent.

While the details of cause section on the Tenant's copy of the One Month Notice says to see the attached 6 pages, the Landlord's copy says to see the attached 7 pages. During the hearing the Landlord's Agent stated that the pages referred to were personally served on the Tenant at the same time as the One Month Notice on July 10, 2020. The Tenant did not dispute this testimony and I note that both parties submitted copies of the pages they state were attached to their respective copies of the One Month Notice.

The Tenant confirmed that they did not dispute the One Month Notice received by filing an Application for Dispute Resolution with the Branch and both parties agreed that rent has not been paid for August 2020. The Agent therefore sought an Order of Possession for the rental unit as soon as possible pursuant to section 55 (2) (b) of the Act.

Analysis

Although the Tenant acknowledged receipt of a One Month Notice on July 10, 2020, the Tenant's copy of the One month Notice and the attached documentation differed from the copy submitted by the Landlord's Agent. As the Landlord's Agent made no arguments or submissions that more than one notice to end tenancy was served, I therefore find that only one was served. Having made this finding, I accept the copy provided by the Tenant as an accurate reflection of what was served, as I am not satisfied that the Tenant ever received the copy provided for my review by the Landlord's Agent. I also accept the Tenant's testimony that they did not dispute the One Month Notice.

Section 47 (4) of the Act states that a tenant may dispute a One Month Notice 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 that if a tenant who has received a One Month does not make an application for dispute resolution in accordance with subsection (4), the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date.

As the Tenant's copy of the One Month Notice, which I have already accepted as accurate, is in writing on the approved form, contains the correct address for the rental unit and an effective date, is signed and dated by Landlord's Agent, and list the grounds relied on by the Landlord for ending the tenancy, I find that it complies with section 52 of the Act.

Based on the above, and pursuant to section 55 (2) (b) of the Act, the Landlord is therefore entitled to an Order of Possession for the rental unit effective 1:00 P.M. on August 31, 2020, after service of the Order of Possession on the Tenant.

Conclusion

Pursuant to section 55 (2) (b) of the Act, I grant an Order of Possession to the Landlord effective **1:00 P.M. on August 31, 2020, after service of this Order** on the Tenant. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia 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: August 27, 2020

Residential Tenancy Branch