



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FFL

Introduction

This hearing dealt with the landlord's application for an Order of Possession based upon a 1 Month Notice to End Tenancy for Cause dated July 6, 2020. The landlord was represented at the hearing; however, there was no appearance on part of the tenant.

Since the tenant did not appear, I explored service of hearing documents upon the tenant. The landlord's representative testified that the proceeding package and evidence was sent to the tenant via registered mail on July 22, 2020 and successfully delivered on July 23, 2020. The landlord had submitted a registered mail receipt, including tracking number, as proof of service. I was satisfied the tenant was duly served with notification of this proceeding in a manner that complies with the Act and I continued to hear from the landlord's representative without the tenant present.

In filing this Application for Dispute Resolution, the landlord was identified as an individual. I heard that the individual is a manager for the landlord, which is the City. The style of cause was amended, with consent, to name the City as the landlord in keeping with the identity of the landlord on the tenancy agreement and the 1 Month Notice.

During the hearing, the landlord's representative read the 1 Month Notice into evidence, in detail. I had not received a copy of the subject 1 Month Notice in the documents uploaded prior to the hearing. I ordered the landlord's representative to immediately upload a copy of the 1 Month Notice that he read into evidence, as soon as the teleconference call ended, which he did. The 1 Month Notice uploaded matches the information the landlord's representative read into evidence and I have relied upon the 1 Month Notice uploaded immediately following the hearing.

Issue(s) to be Decided

1. Is the landlord entitled to an Order of Possession for cause?
2. Award of the filing fee.

Background and Evidence

Pursuant to the written tenancy agreement, the tenancy started on November 1, 2008. The landlord collected a security deposit of \$187.50 and the rent was set at \$375.00 payable on the first day of every month. The landlord's representative confirmed the monthly rent remains at \$375.00 as the rental unit is "non-market housing".

On July 6, 2020 the landlord's manager issued a 1 Month Notice to End Tenancy for Cause ("1 Month Notice") and it was posted to the door of the rental unit the same day. The 1 Month Notice is in the approved form and is duly completed. The stated effective date reads August 31, 2020. After serving the 1 Month Notice upon the tenant, the tenant did not file an Application for Dispute Resolution to dispute the 1 Month Notice or otherwise respond to the 1 Month Notice.

By way of this Application for Dispute Resolution the landlord seeks an Order of Possession effective August 31, 2020.

Documentary evidence provided for this hearing included: the tenancy agreement; the 1 Month Notice to End Tenancy for Cause; a signed Proof of Service for the 1 Month Notice; the registered mail receipt; and, several other documents concerning the condition of the rental unit.

Analysis

Section 55 of the Act provides for the circumstances where a landlord shall be provided an Order of Possession. Section 55(2)(b) provides as follows:

- 2) 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:
 - (b) 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;

In this case, I am satisfied by the unopposed evidence before me that the landlord served the tenant with a notice to end tenancy (a 1 Month Notice to End Tenancy for Cause available under section 47 of the Act) and it was not disputed by the tenant within the time limit for doing so, which is 10 days after receiving a 1 Month Notice to End Tenancy for Cause. Upon review of the 1 Month Notice read into evidence and then provided to me immediately after the teleconference call, I am satisfied that the 1 Month Notice is in the approved form and was duly completed by the landlord. Therefore, I am satisfied the tenancy is ending on August 31, 2020; that the criteria for seeking an Order of Possession under section 55 of the Act have been satisfied; and, I provide the landlord with an Order of Possession effective August 31, 2020.

I make no award for recovery of the filing fee as the effective date of the 1 Month Notice had not yet passed and I am the view this Application for Dispute Resolution was made as a means to protect the landlord's rights and anticipatory at this point in time.

Conclusion

Provided to the landlord is an Order of Possession effective August 31, 2020 to serve and enforce upon the tenant.

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