



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution, made on July 17, 2020 (the "Application"). The Landlords applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession based on a One Month Notice for Cause dated March 11, 2020 (the "One Month Notice").

The hearing was scheduled for 11:00am on August 24, 2020 as a teleconference hearing. The Landlords appeared and provided affirmed testimony. No one appeared for the Tenant. The conference call line remained open and was monitored for 11 minutes before the call ended. 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 Landlords and I were the only persons who had called into this teleconference.

The Landlords testified the Application and documentary evidence package was served to the Tenant by registered mail on July 19, 2020. The Landlords submitted a registered mail receipt confirming the mailing. Based on the oral and written submissions of the Applicants, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenant is deemed to have been served with the Application and documentary evidence on July 24, 2020.

The Landlords were given an 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. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

1. Are the Landlords entitled to an order of possession based on a One Month Notice, pursuant to Section 47 and 55 of the *Act*?

Background and Evidence

The Landlords testified that the tenancy began on October 1, 2019. Currently rent in the amount of \$1,400.00 is due to the Landlords each month. The Tenant paid a security deposit in the amount of \$700.00 which the Landlords continue to hold. The Landlords provided a copy of the tenancy agreement in support.

The Landlords stated that they served the Tenant on March 11, 2020 with a One Month Notice by posting it to the Tenants door. The Landlords stated that the One Month Notice has an effective date of April 30, 2020. The Landlords stated that they are seeking to end the tenancy as the Tenant and her guests have;

“significantly interfered with or unreasonably disturbed another occupant or the landlord”

The Landlords testified that the Tenant and her guests have impacted the other occupants in the rental property as a result of ongoing verbal threats, yelling, fighting, swearing and banging on the walls and doors. The Landlords stated that there have been several incidents leading up to them deciding to issue the One Month Notice. The Landlords provided written complaints from other occupants in support of the impact the Tenant and her guests actions have caused the others at the rental property. The Landlords stated that Police have been required to intervene in several of the incidents. As such, the Landlords are seeking an order of possession to end the tenancy.

Analysis

Based on the uncontested documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

According to Section 47 (1) of the Act, a landlord may end a tenancy by giving notice to end the tenancy for cause.

The Landlords served the Tenant with a One Month Notice to End Tenancy for Cause dated on March 11, 2020 with an effective vacancy date of April 30, 2020, by posting it to the Tenant's door on March 11, 2020. Based on the oral and written submissions of the Landlords, and in accordance with sections 88 and 90 of the Act, I find that the Tenant is deemed to have been served with the One Month Notice on March 14, 2020.

Section 47(4) of the Act states that a Tenant may dispute a 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 Notice 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 I have found that the Notice was deemed served on the Tenant on March 14, 2020 and that there is no evidence before me that the Tenant applied for Dispute Resolution within 10 days or applied for more time to cancel the Notice, I find that the Tenant is conclusively presumed to have accepted the end of her tenancy on April 30, 2020. I further find that the Landlords have provided sufficient evidence to demonstrate that the Tenant and her guests have significantly interfered with and unreasonably disturbed the other occupants at the rental property.

I find that the Landlord is entitled to a two-day Order of Possession which must be served on the Tenant. If the Tenant does not vacate the rental unit within the two days required, the Landlord may enforce this Order in the Supreme Court of British Columbia.

Conclusion

The Tenant is conclusively presumed to have accepted the end of the tenancy for cause. Pursuant to Section 55 of the Act, I grant the Landlord an Order of Possession to be effective two days after notice is served on the Tenant. Should the Tenant 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: August 24, 2020

Residential Tenancy Branch