



# 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 section 55 of the *Residential Tenancy Act* (the *Act*) for an Order of Possession for cause based on the One Month Notice to End Tenancy for Cause (the 1 Month Notice) issued to the tenant.:

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 11:14 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 11:00 a.m. The landlord attended the hearing and was 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 teleconference system that the landlord and I were the only ones who had called into this teleconference.

As the landlord gave undisputed sworn testimony that they handed the 1 Month Notice to the tenant on July 7, 2020, I find that the tenant was duly served with this Notice in accordance with section 88 of the *Act*. The landlord testified that they handed the tenant a copy of the dispute resolution hearing package and written evidence on July 22, 2020. The landlord provided a video of them handing this material to the tenant on July 22, 2020. In accordance with sections 88 and 89 of the *Act*, I find that the tenant was duly served with this material on July 22, 2020.

### Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for cause based on the 1 Month Notice?

### Background and Evidence

On June 30, 2020, the parties signed a one year fixed term Residential Tenancy Agreement, a copy of which was entered into written evidence by the landlord. This tenancy was to run from July 1, 2020 until June 30, 2021. Monthly rent is set at \$1,600.00, payable in advance on the first of each month, plus heat and hydro.

Although the tenant was to pay a \$800.00 security deposit by the start of this tenancy, the landlord gave undisputed sworn testimony supported by written evidence that the tenant's \$1,600.00 cheque for rent and \$800.00 cheque for the security deposit provided to the landlord on June 30, 2020 were returned by the landlord's bank as there were insufficient funds in the tenant's account to honour these cheques. The landlord testified that the tenant has not paid the security deposit or rent by the time of this hearing.

The landlord entered into written evidence a copy of the 1 Month Notice in which the landlord required the tenant to vacate the rental unit by July 31, 2020 for the following reasons identified on the Notice:

*Tenant has allowed an unreasonable number of occupants in the unit/site*

*Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.*

*security or pet damage deposit was not paid within 30 days as required by the tenancy agreement.*

At the hearing, I advised the landlord that the 1 Month Notice issued on July 7, 2020, could not obtain vacant possession of the rental unit until August 31, 2020, the corrected effective date for that Notice.

### Analysis

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 any 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 corrected effective date of the 1 Month Notice, August 31, 2020.

Section 47(3) of the *Act* requires that “a notice under this section must comply with section 52 [*form and content of notice to end tenancy*]. I am satisfied that the landlord's 1 Month Notice entered into written evidence was on the proper RTB form and complied with the content requirements of section 52 of the *Act*. For these reasons, I find that the landlord is entitled to an Order of Possession to take effect at 1:00 p.m. on August 31, 2020.. The landlord will be given a formal Order of Possession which must be served on the tenant. If the tenant and all occupants do not vacate the rental unit by the time required, the landlord may enforce this Order in the Supreme Court of British Columbia.

### Conclusion

The landlord is provided with a formal copy of an Order of Possession effective August 31, 2020. 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 25, 2020

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Residential Tenancy Branch