



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPC, FFL

### Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An order for possession under a One Month Notice to End Tenancy for Cause ("One Month Notice") pursuant to sections 47 and 55;
- Authorization to recover the filing fee for this application pursuant to section 72.

The tenants did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional 11 minutes to allow the tenants the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenants were provided.

As the tenants did not attend the hearing, the landlord stated that the tenants were properly served with the Notice of Hearing and Application for Dispute Resolution pursuant to the Act by sending the documents to each tenant by registered mail on August 14, 2020, thereby effecting service five days later, on August 19, 2020, pursuant to section 90. The landlord provided the tracking numbers for the registered mail referenced on the first page.

Further to the landlord's statements and supporting evidence, I find the landlord served the tenants in accordance with sections 89 and 90 of the Act on July 15, 2020.

Reference to the tenants is in the singular.

Issue(s) to be Decided

Is the landlord entitled to the following?

- An order for possession under a One Month Notice to End Tenancy for Cause ("One Month Notice") pursuant to sections 47 and 55;
- Authorization to recover the filing fee for this application pursuant to section 72.

Background and Evidence

The landlord provided the following uncontradicted statements. The tenancy began on August 1, 2019 for monthly rent of \$900.00 payable on the first of the month. The tenant provided a security deposit of \$450.00 which the landlord holds. The landlord submitted a copy of the signed tenancy agreement which required all occupants of the unit to be registered with the landlord and prohibited certain noisy and heavy vehicles from parking at the unit.

The landlord stated that the unit is a mobile home located in a park. She stated as follows:

1. The tenant allowed people unknown and unregistered with the landlord to move in who carried on activities involving "constant coming and going" to the unit that the landlord believed was associated with criminal activity;
2. The people visiting the unit at "all hours of the day and night" disturbed other residents of the park who were too afraid of retaliation to submit written letters of complaint to the landlord;
3. The tenant permitted a frequent visitor to the unit who drove a logging truck that was noisy and sometimes fully loaded; the infrastructure of the park is not designed for heavy loads but the landlord's requests to the tenant and the driver to cease was of no effect;
4. The logging truck came to the unit two days before the hearing;
5. The landlord provided two letters of warning to the tenant dated June 23, 2020 and August 6, 2020 copies of which were submitted as evidence.

The landlord issued a One Month Notice which the landlord stated was served in person on June 30, 2020, thereby effecting service that day. Many grounds were listed in the Notice. The landlord primarily relied upon the following reason:

*Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.*

The Notice requested that the tenant vacate by July 31, 2020. The landlord submitted a copy of the Notice which is in the RTB form. The landlord also submitted a witnessed Proof of Service form in the RTB form.

The Notice provided that if the tenant did not dispute the Notice, the tenant was presumed to have accepted the Notice and must move out by the effective date, July 31, 2020. The landlord testified that the tenant did not file a dispute within ten days of service of the One Month Notice.

The tenant continues to occupy the unit.

The landlord requested an Order of Possession and authorization to deduct the filing fee of \$100.00 from the security deposit.

### Analysis

Based on the parties' evidence, I find the landlord served the tenant with the One Month Notice on June 30, 2020 pursuant to the *Act*. I find the Notice complied with section 52 of the *Act*.

Section 47(5) of the *Act* states that if a tenant who has received a notice under this section 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 there is no evidence before me that the tenant has filed an Application for Dispute Resolution seeking to cancel the One Month Notice, I find the tenant is conclusively presumed to have accepted the tenancy ended on the effective date of July 31, 2020 and must vacate the rental unit, pursuant to section 55.

I therefore grant the landlord an order of possession effective two days after service.

As the landlord has been successful in the landlord's application, the landlord is granted a monetary award of \$100.00 for reimbursement of the filing fee which may be deducted from the security deposit.

Conclusion

I grant the landlord an Order of Possession effective two days after service on the tenant. This order of possession must be served on the tenant. If the tenant fails to comply with this order, the landlord may file the order with the Supreme Court of British Columbia to be 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: September 15, 2020

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Residential Tenancy Branch