



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Victoria Cool Aid Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for an Order of Possession for cause pursuant to section 55; and authorization to recover the filing fee for this application, pursuant to section 72.

While the landlord's agents, KK and KV ("landlord"), attended the hearing by way of conference call, the tenant did not. I waited until 11:10 a.m. to enable the tenant to participate in this scheduled hearing for 11:00 am. 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 landlord's agents and I were the only ones who had called into this teleconference.

The landlord gave sworn testimony that the tenant was personally served with the landlord's application for dispute resolution and evidence package on August 17, 2020. In accordance with sections 88 and 89 of the *Act*, I find the tenant duly served with the landlord's application and evidence package. The tenant did not submit any written evidence for this hearing.

The landlord provided undisputed testimony that the tenant was personally served with the landlord's 1 Month Notice to End Tenancy For Cause ('1 Month Notice') dated June 30, 2020, on June 30, 2020. In accordance with section 88 of the *Act*, I find that the tenant duly served with the 1 Month Notice.

Issues to be Decided

Is the landlord entitled to an Order of Possession for cause?

Is the landlord entitled to recover their filing fee for this application?

Background and Evidence

This month-to-month tenancy began on April 1, 2018. Monthly rent is set at \$375.00, payable on the first of the month.

The landlord served the tenant with a 1 Month Notice dated June 30, 2020 on the following grounds:

1. The tenant or a person permitted on the property by the tenant has:
 - i) seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

The landlord is seeking the end of this tenancy as the tenant continuously allows a dog with a “dangerous dog” designation into the common areas of the property without a muzzle. The landlord submits that they have made multiple attempts to work with the tenant, but the tenant has refused to comply the rules. The landlord is concerned that the tenant’s behaviour seriously jeopardizes the health and safety of other occupants and the landlord.

The landlord is seeking an Order of Possession as well as recovery of the filing fee.

Analysis

A copy of the 1 Month Notice was submitted by the landlord for this hearing, and I find that the landlord’s 1 Month Notice complies with section 52 of the *Act*, which states that the Notice must: be in writing and must: (a) be signed and dated by the landlord or tenant giving the notice, (b) give the address of the rental unit, (c) state the effective date of the notice, (d) except for a notice under section 45 (1) or (2) [*tenant’s notice*], state the grounds for ending the tenancy, and (e) when given by a landlord, be in the approved form.

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 an 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 effective date of the 1 Month Notice, July 31, 2020.

In this case, this required the tenant and anyone on the premises to vacate the premises by July 31, 2020. As this has not occurred, I find that the landlord is entitled to a two (2) day Order of Possession against the tenant, pursuant to section 55 of the *Act*.

As the landlord was successful with this application, I find the landlord is entitled to recover the filing fee.

Conclusion

I find that the landlord is entitled to an Order of Possession. I find that the landlord's 1 Month Notice is valid and effective as of July 31, 2020.

I grant an Order of Possession to the landlord effective two **days after service of this Order** on the tenant. Should the tenant and any occupant of this original rental agreement fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I allow the landlord to recover the filing fee. I issue a Monetary Order in the amount of \$100.00 in favour of landlord.

The landlord is provided with this Order in the above terms and the tenant must be served with a copy of this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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: September 25, 2020

Residential Tenancy Branch