



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC

### 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 sections 47 and 55.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 10:00 a.m. to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlords and I were the only ones who had called into this teleconference.

The landlords attended the hearing and testified they served the tenant with the Notice of Dispute Resolution Proceedings package by registered mail on August 27, 2020. The landlord provided a tracking number as proof of service, referenced on the cover page of this decision. The landlord testified that Canada Post confirmed the package was delivered on August 28, 2020, however a signature could not be obtained due to Canada Post's Covid-19 precautions. The confirmation was provided as evidence by the landlords. I am satisfied the tenant was served with the Notice of Dispute Resolution Proceedings package on August 28, 2020 in accordance with sections 89 and 90 of the Act.

This hearing was conducted in the absence of the tenant in accordance with Rule 7.3 of the Residential Tenancy Branch Rules of Procedure.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession for cause?

### Background and Evidence

The landlord RH ("landlord") gave the following testimony. The tenancy began on June 1, 2018 with rent set at \$1,175.00 per month payable on the first day of each month.

Co-landlord, KJ served the tenant with a One Month Notice To End Tenancy for Cause on August 10, 2020 by leaving a copy in the tenant's mailbox at 4:40 p.m. The landlord provided a witnessed proof of service document as evidence of service. The landlord further testified that the tenant sent them an email depicting an image of the notice at 4:57 p.m. the same day, followed by a text at 5:19 p.m. The text alludes to the tenant's understanding that evicting her 'during covid' is illegal.

The effective date on the notice is September 30, 2020. One of the reasons for ending the tenancy states the tenant is repeatedly late in paying rent. The landlord testified that January rent was due on January 1, 2020, however she received only \$500.00 of the \$1,175.00 rent on January 14<sup>th</sup>. The remainder was paid on January 31<sup>st</sup>.

On February 11, 2020, the landlord received \$400.00 of the rent and the remainder of February rent was paid on March 2, 2020.

March rent, due on March 1<sup>st</sup>, was paid on March 9<sup>th</sup>, however that payment included both March and April rent. As such, rent for the month of March was still paid late, even though it was overpaid.

On April 13<sup>th</sup>, the tenant paid rent for the month of May.

June rent was also late, with \$400.00 received on June 3<sup>rd</sup> and the remainder on July 1<sup>st</sup>.

July rent was received in two payments, on July 14<sup>th</sup> (\$400.00) and July 30<sup>th</sup> (\$775.00).

### Analysis - Order of Possession – 1 Month Notice

I am satisfied the tenant was served with the One Month Notice To End Tenancy for Cause on August 10, 2020 in accordance with sections 88 and 90 of the Act, based on the undisputed evidence of the landlord which clearly shows the tenant photographed the notice on that date and emailed an image of the notice to the landlords the same day.

Based on the landlord's undisputed evidence, I am satisfied that the landlord had sufficient grounds to issue the 1 Month Notice and obtain an end to this tenancy for cause. The tenant has not made application pursuant to section 47(4) of the Act within ten days of receiving the 1 Month Notice. In accordance with section 47(5) of the Act,

the tenant's failure to take this action within ten days led to the end of this tenancy on the effective date of the notice. In this case, this required the tenant to vacate the premises by September 30, 2020.

The landlord will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit before September 30, 2020, the landlord may enforce this Order in the Supreme Court of British Columbia.

Conclusion

I grant an Order of Possession to the landlord effective **September 30, 2020**. Should the tenants or anyone on the premises 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: September 25, 2020

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Residential Tenancy Branch