



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BROADWAY MAPLES APARTMENTS NAVC HOLDINGS LTD. and [tenant name suppressed to protect privacy]

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 section 55.

While the landlord's agents, AO and KO ("landlord"), attended the hearing by way of conference call, the tenant did not. I waited until 11:10 a.m. to enable the tenants to participate in this scheduled hearing for 11:00 am. The landlord's agents were given a full opportunity to be heard, 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 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 they had served the hearing and dispute resolution packages to the tenants by way of posting the packages on the tenants' door on August 25, 2020. In accordance with sections 88, 89, and 90 of the *Act*, I find the tenants deemed served with the packages on August 28, 2020, 3 days after posting.. The tenants did not submit any written evidence for this hearing.

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

Issues to be Decided

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

Background and Evidence

The landlord testified that one of the tenants first moved into the building into a 1 bedroom suite in 2016. The tenants subsequently moved into a different suite in the same building on November 1, 2017. Monthly rent is set at \$975.00, payable on the first of the month. The landlord still holds a security deposit in the amount of \$475.00.

The landlord issued the 1 Month Notice on the following grounds:

1. The tenant or a person permitted on the property by the tenant has:
 - i) significantly interfered with or unreasonably disturbed another occupant or the landlord;
 - ii) seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

The landlord testified that the tenants had agreed to move out, but still have not completely vacated the rental unit. The landlord testified that they had served the tenants with a 1 Month Notice after repeated complaints of noise and disturbance, incidents involving the police, as well as intimidation from the tenants towards the agents. The landlord provided documentation of these incidents in their written evidence.

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 tenants filed an application for dispute resolution within the ten days of service granted under section 47(4) of the *Act*, but failed to attend the scheduled hearing and their application was dismissed with leave to reapply. The tenants have not reapplied. Accordingly, I find that the tenants are 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.

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

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 August 30, 2020.

I grant an Order of Possession to the landlord effective two **days after service of this Order** on the tenants. Should the tenants 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.

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: October 2, 2020

Residential Tenancy Branch