



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1019785 BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPC, FFL

Introduction

The hearing was convened in response to an Application for Dispute Resolution filed by the Landlord, in which the Landlord applied for an Order of Possession for Cause and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on September 11, 2020 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch in September of 2020 were sent to the Tenant, via registered mail. The Tenant acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each party affirmed that they would provide the truth, the whole truth, and nothing but the truth at these proceedings.

Issue(s) to be Decided

Is the Landlord is entitled to an Order of Possession?

Background and Evidence

The Landlord and the Tenant agree that this tenancy began on December 01, 2019, and that rent is due by the first day of each month.

The Landlord stated that the One Month Notice to End Tenancy for Cause, which was submitted in evidence, was sent to the Tenant, via registered mail, on March 25, 2020. The Tenant stated that he

received the One Month Notice to End Tenancy for Cause, via registered mail, “around” March 25, 2020.

The One Month Notice to End Tenancy for Cause declares that the Landlord is ending the tenancy because the tenant or a person permitted on the property has significantly interfered with or unreasonably disturbed another occupant or the landlord; the tenant or a person permitted on the property has seriously jeopardized the health or safety or lawful right of another occupant or the landlord; the tenant or a person permitted on the property has engaged in illegal activity that has, or is likely to, damage the landlord’s property; and the tenant or a person permitted on the property has engaged in illegal activity that has, or is likely to, adversely affect the quiet enjoyment, security, safety or physical well-being of the landlord or another occupant.

The One Month Notice to End Tenancy for Cause declares that the Tenant must move out of the rental unit by the date set out on the front page of the Notice if he does not dispute the Notice within ten days of receiving it. The declared effective date of the One Month Notice to End Tenancy for Cause is April 30, 2020.

The Tenant stated that he did not dispute the One Month Notice to End Tenancy for Cause because the Agent for the Landlord told him that he would not be displaced during the COVID-19 state of emergency. He stated that the Agent for the Landlord told him that he would have to move once the state of emergency was over.

The Agent for the Landlord stated that the Landlord delayed applying for an Order of Possession as Orders of Possession were not being granted during the COVID-19 state of emergency. The Agent for the Landlord stated that he told the Tenant he would not be displaced during the COVID-19 state of emergency, but that he would be pursuing an Order of Possession once the state of emergency was over.

Analysis

Section 47 of the *Residential Tenancy Act (Act)* authorizes a landlord to end a tenancy for a variety of reasons by giving proper written notice, which is typically given by serving a One Month Notice to End Tenancy for Cause.

On the basis of the undisputed evidence, I find that on March 25, 2020 the Landlord served the Tenant with a One Month Notice to End Tenancy for Cause, via registered mail. On the basis of the testimony of the Tenant, I find that he received the One Month Notice to End Tenancy for Cause “around” March 25, 2020.

Section 47(5) of the *Act* stipulates that tenants are conclusively presumed to have accepted that the tenancy ends on the effective date of a notice received pursuant to section 47 of the *Act* and that tenants must vacate the rental unit by that date unless the tenant disputes the notice within ten days of receiving it. On the basis of the Tenant's testimony that he did not dispute the One Month Notice to End Tenancy for Cause, I find that the Tenant accepted that the tenancy ended on April 30, 2020, pursuant to section 47(5) of the *Act*.

On the basis of the testimony of the Agent for the Landlord, I find that the Landlord delayed pursuing an Order of Possession due to COVID-19 state of emergency. I find that this delay was reasonable, and I find that the Landlord is now entitled to an Order of Possession based on this One Month Notice to End Tenancy for Cause, in accordance with section 47(5) of the *Act*.

As the Landlord's delay in pursuing the One Month Notice to End Tenancy for Cause was reasonable and the Tenant understood that the Landlord would be pursuing an Order of Possession at the conclusion of the COVID-19 state of emergency, I find that there is no reasonable reason for the Tenant to conclude that his tenancy had been reinstated.

I find that the Landlord's Application for Dispute Resolution has merit, and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on October 31, 2020. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$100.00, in compensation for the cost of filing this Application for Dispute Resolution. I therefore grant the Landlord a monetary Order for \$100.00. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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 *Act*.

Dated: October 16, 2020

Residential Tenancy Branch