



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Kekinow Native Housing Society and  
[tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** OPC

### **Introduction**

This hearing dealt with an application by the landlord pursuant to section 55 of the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to a one-month notice to end tenancy for cause.

The landlord testified that she served the tenant with the notice of hearing and evidence package by posting the package on the door to the rental unit, on October 02, 2020, in the presence of a witness. The witness attended the hearing and gave sworn testimony. Despite having been served a notice of hearing by the landlord, the tenant did not attend the hearing.

The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to an order of possession?

### **Background and Evidence**

The landlord testified that the tenancy started on February 01, 2018. The monthly rent is \$660.00. Prior to moving in, the tenant paid a security deposit of \$500.00.

On August 28, 2020, the landlord served the tenant with a notice to end tenancy for cause by posting the notice on the door of the rental unit in the presence of a witness. The landlord filed proof of service. The effective date of the notice is September 30, 2020. A copy of the notice was filed into evidence.

The tenant did not dispute the notice. The landlord has applied for an order of possession effective November 30, 2020.

### **Analysis**

Section 52 of the *Residential Tenancy Act* describes the form and content of a notice to end tenancy as follows:

#### **Form and content of notice to end tenancy**

**52** In order to be effective, a notice to end a tenancy 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,
  - (d.1) for a notice under section 45.1 *[tenant's notice: family violence or long-term care]*, be accompanied by a statement made in accordance with section 45.2 *[confirmation of eligibility]*, and
- (e) when given by a landlord, be in the approved form.

Based on the sworn testimony of the landlord and the documents filed into evidence, I find that the landlord served the tenant with a notice that was in compliance with section 52 of the *Residential Tenancy Act*.

I further find that the tenant did not dispute the notice to end tenancy. Pursuant to section 47 (5) of the *Residential Tenancy Act*, if a tenant has received a notice to end tenancy for cause and does not make an application for dispute resolution within ten days after receiving the notice, 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.

Therefore, I uphold the notice to end tenancy dated August 28, 2020. Accordingly, the landlord is entitled to an order of possession. Pursuant to section 55(2), I am issuing a formal order of possession effective by 1:00 pm on November 30, 2020. The Order may be filed in the Supreme Court for enforcement.

### **Conclusion**

I grant the landlord an order of possession **effective by 1:00 pm on November 30, 2020.**

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: November 26, 2020

---

Residential Tenancy Branch