



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PCPM AS AGENT FOR PACIFIC COVE ISLAND PROPERTIES  
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 October 16, 2020 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch in October of 2020 were sent to each Tenant, via registered mail. The male Tenant acknowledged that these documents were received by the Tenants, and the evidence was accepted as evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant 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 male Tenant agree that:

- This tenancy began in 2018;
- Rent is due by the first day of each month;

- A One Month Notice to End Tenancy for Cause was personally served to the female Tenant on July 31, 2020;
- The One Month Notice to End Tenancy for Cause declares that the rental unit must be vacated by August 31, 2020; and
- The rental unit has not been vacated.

The One Month Notice to End Tenancy for Cause that was submitted in evidence by the Landlord 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 put the landlord's property at significant risk; the tenant has not completed required repairs, and the tenant has breached a material term of the tenancy.

Upon being asked if the Tenants filed an Application for Dispute Resolution to dispute the One Month Notice to End Tenancy for Cause the male Tenant stated that he could not remember if they filed an Application for Dispute Resolution to dispute the Notice and he "can't keep track of everything". The Agent for the Landlord stated that he does not know if an Application for Dispute Resolution was filed to dispute the One Month Notice to End Tenancy for Cause.

The male Tenant subsequently stated that the female Tenant hurt herself shortly after being served with the One Month Notice to End Tenancy for Cause and she simply forgot it had been served to her.

The male Tenant stated that they have no place to move and they will not be vacating the rental unit.

### Analysis

On the basis of the undisputed evidence, I find that on July 31, 2020 the Tenants received a One Month Notice to End Tenancy for Cause, served pursuant to section 47 of the Residential Tenancy Act (Act), which declared that the rental unit must be vacated by August 31, 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 the tenants must vacate the rental unit by that date unless the tenant disputes the notice within ten days of receiving it. As there is no evidence that the Tenants filed an application to dispute the Notice to End Tenancy, I find that the

Tenants are conclusively presumed to have accepted that the tenancy was ending on August 31, 2020, pursuant to section 47(5) of the *Act*.

In adjudicating this matter, I have placed no weight on the testimony that the female Tenant was injured shortly after she was served with the One Month Notice to End Tenancy for Cause, as I have no authority to set aside the conclusive presumption established by section 47(5) of the *Act*.

As the Tenants are conclusively presumed to have accepted this tenancy ended on August 31, 2020 and the Tenants have not done so, I find that the Landlord is entitled to an Order of Possession.

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

I grant the Landlord a monetary Order for \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. This monetary Order may be served on the Tenants and enforced as an Order of the British Columbia Small Claims 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: December 18, 2020

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Residential Tenancy Branch