



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNDCL, FFL

Introduction

The landlord filed an Application for Dispute Resolution (the “Application”) on November 2, 2020 seeking an order of possession for the rental unit. Additionally, they applied for monetary compensation, and a reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”) on January 22, 2021. In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

The landlord gave the tenants notice of this dispute resolution hearing in person, along with their prepared evidence. This was on November 5, 2020. From this account, and without any evidence to the contrary, I am satisfied the tenants had proper notice of this participatory hearing. The tenants did not provide documentary evidence for this hearing and did not attend to give testimony.

Preliminary Matter

In the hearing I began to clarify with the landlord in attendance on their claim for monetary compensation. Specifically, this was for a loss of rent income. The landlord advised they wished to withdraw this piece of their Application. In the record, the landlord provided no evidence addressing this portion of their claim. Given this, I dismiss this portion of their claim, with leave to re-apply.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for cause pursuant to sections 47 and 55 of the *Act*?

Is the landlord entitled to reimbursement of the Application filing fee?

Background and Evidence

I have reviewed all evidence and written submissions before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this section.

The landlord did not submit a copy of the residential tenancy agreement between the parties; however, they provided basic information in the hearing. The tenancy started on March 1 2020, with the two tenants as named on the landlord's Application. The tenants paid \$700 per month.

The landlord submitted as evidence a copy of the One Month Notice to End Tenancy for Cause (the "One Month Notice") dated September 21, 2020. The reasons for the issuance of the document are: the tenant interfered/unreasonably disturbed others; jeopardized health/safety of others; put the landlord's property at significant risk; and the tenant adversely affected the quiet enjoyment of another person or the landlord. The One Month Notice provides that the tenant had ten days from the date of service to apply for Dispute Resolution or the tenancy would end on the stated effective vacant date of October 22, 2020. The landlord served the document by attaching it to the door of the rental unit on September 22, 2020.

As of the date of the hearing, the landlords advised one of the tenants is still remaining in the unit.

The landlords gave brief testimony that covered details on the One-Month Notice. This involves repeat visits from the RCMP addressing issues started with the tenant. These issues include confrontations with other tenants.

The tenant did not attend the hearing. There is no documentary evidence of the tenant submitted to respond to the reasons for the issuance of the One Month Notice.

Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if, among other things, one or more of the listed conditions in that section applies.

Section 47(4) allows a tenant who receives a notice to end tenancy 10 days to submit an Application for Dispute Resolution to cancel the notice. Section 47(5) stipulates that if a tenant fails to apply within 10 days, they are conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and they must vacate the rental unit.

I have reviewed the Notice, and I find it complies with the form and content requirements of section 52 of the Act. I find that the tenants did not dispute the Notice within ten days, pursuant to section 47(4). I find that the tenant is conclusively presumed to have accepted that the tenancy has ended in accordance with section 47(5).

I find the landlord has the authority to issue the Notice under section 47 of the Act. I grant the landlord's request for an Order of Possession under section 55 of the Act.

Because the landlord is successful in this hearing, I grant them compensation of the \$100 Application filing fee.

Conclusion

I grant an Order of Possession to the landlord effective **TWO DAYS after service of this Order** on the tenant. Should the tenant 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: January 22, 2021

Residential Tenancy Branch