



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPN, OPC

Introduction

The landlord filed an Application for Dispute Resolution (the “Application”) on December 9, 2020 seeking an order of possession for the rental unit. 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 tenant notice of this dispute resolution hearing in person. In the hearing the landlord stated they printed off the copies of the evidence they provided for this hearing and hand-delivered the pages to the tenant. From this account, I am satisfied the tenant had proper notice of this participatory hearing.

In the hearing, the landlord provided that one ground they had seeking an order of possession – that where the tenant provides their own notice to end tenancy – is not applicable to the situation at hand. By Rule 4.2 I so amend the landlord’s Application to exclude this ground from consideration.

The tenant did not provide documentary evidence for this hearing and did not attend to give testimony.

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*?

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 submitted a copy of the residential tenancy agreement which the parties signed on June 6, 2019. The tenancy began on June 6, 2019. The rent amount is \$375. The tenant paid a \$187.50 security deposit at the start of the tenancy.

The landlord submitted as evidence a copy of the One Month Notice to End Tenancy for Cause (the "One Month Notice") dated November 10, 2020. The reasons for the issuance of the document are: the tenant jeopardized a lawful right or interest of another occupant; breached a material term of the tenancy agreement. Page 3 of the document lists events of November 7, 2020 which led to a violent threat from a guest of the tenant. Certain actions of the tenant continue to violate terms of the tenancy agreement and a "Crime Free Addendum" which they signed initially at the same time as the agreement.

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 December 31, 2020. The landlord served the document by attaching the document to the rental unit door on November 10, 2020. A 'Proof of Service' document was in the landlord's evidence attesting to this service.

After this, the tenant repeated to the landlord that they would not be vacating and not leaving the unit. The landlord provided that they informed the tenant they had to find another place to live and made offers to assist the tenant with this. There was no acceptance of this offer from the landlord.

In the hearing, the landlord provided that the tenant did not move forward to contest the issuance of the One Month Notice formally. The tenant maintains that they will not move.

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 following applies:

- c) there are an unreasonable number of occupants in a rental unit;
- e) The tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that
 - iii. has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- h) the tenant
 - i. has failed to comply with a material term, and

- ii. has not corrected the situation within a reasonable time after the landlord gives written notice to do so.

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*.

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 *Act*.

Dated: January 22, 2021

Residential Tenancy Branch