



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Canadian Mental Health Association  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held on February 4, 2021. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession based on a One Month Notice to End Tenancy for Cause (the Notice)

The Landlord attended the hearing. However, the Tenant did not attend the hearing. The Landlord stated they served the Tenant with the Notice of Hearing in person on December 31, 2020. The Landlord also stated that they served their evidence to the Tenant in person on January 20, 2021. I find the Tenant was sufficiently served with the Notice of Hearing, and evidence packages on the same day she was personally served with those packages, respectively.

The Landlord was given a full opportunity to be heard, to present evidence and to make submissions. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue to be Decided

- Is the landlord entitled to an order of possession under the *Act*?

### Background and Evidence

The Landlord stated that they served the Tenant with the Notice, in person, on October 30, 2020. The Landlord stated the Tenant never disputed this Notice, and continues to ignore their requests. The Landlord stated that the Tenant continues to reside in the unit.

The Notice indicates several reasons for ending the tenancy. A copy of the Notice was provided into evidence.

### Analysis

Based on the testimony and documentary evidence, and on a balance of probabilities, I find:

After reviewing the Notice, I am satisfied that it complies with section 52 of the *Act* [*form and content of notice to end tenancy*]. Section 47 of the *Act* permits a landlord to end a tenancy for cause. A tenant who receives a notice to end tenancy for cause has 10 days after receipt to dispute it by making an application for dispute resolution. Failure to dispute the notice to end tenancy for cause in this period results in the conclusive presumption that the tenant has accepted the end of the tenancy, under section 47(5) of the *Act*.

In this case, the Landlord issued the Notice for several reasons. Based on the Landlord's testimony and the Proof of Service document submitted, I am satisfied that the Landlord served the Tenant with the Notice, in person, on October 30, 2020. I find the Tenant received the Notice the same day it was personally served.

The Tenant had 10 days, until November 9, 2020, to dispute the notice, but did not do so. Accordingly, pursuant to section 47(5) of the *Act*, I find the tenant is conclusively presumed to have accepted the end of the tenancy on the effective date of the Notice.

Therefore, the Landlord is entitled to an order of possession, which will be effective **two days after service** on the tenant.

### Conclusion

The landlord is granted an order of possession effective **two days after service** on the tenant. This order must be served on the tenant. If the tenant fails to comply with this

order the landlord may file the order with the Supreme Court of British Columbia and be 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 *Residential Tenancy Act*.

Dated: February 04, 2021

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Residential Tenancy Branch