



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LOOKOUT HOUSING AND HEALTH
SOCIETY 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 November 19, 2020 the Dispute Resolution Package and evidence submitted the Landlord submitted to the Residential Tenancy Branch on November 13, 2020 were personally served to the Tenant. The Agent for the Landlord#2 stated that he observed the service of these documents. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

As the documents were properly served to the Tenant, the hearing proceeded in her absence and the evidence was accepted as evidence for these proceedings.

On January 21, 2021 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was personally served to the Tenant on January 21, 2021. The Agent for the Landlord #2 stated that he observed the service of these documents. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 88 of the *Act*, 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 Agent for the Landlord stated that:

- this tenancy began on May 07, 2020;
- rent is due by the first day of each month;
- on October 16, 2020 a One Month Notice to End Tenancy for Cause was personally served to the Tenant, in the presence of the Agent for the Landlord #2;
- the Tenant has not vacated the unit;
- the Landlord has not been served with documents that suggest the Tenant is disputing the One Month Notice to End Tenancy for Cause; and
- the Landlord would like to regain possession of the rental unit as soon as possible.

The One Month Notice to End Tenancy for Cause declares that the tenancy is ending because the Tenant breached a material term of the tenancy, which has not been corrected.

The One Month Notice to End Tenancy for Cause declares that the Tenant must vacate the unit by November 30, 2020 and that the Tenant that they must move out of the rental unit by that date if they do not dispute the Notice within ten days of receiving it.

Analysis

In the absence of evidence to the contrary, I find that the Tenant received a One Month Notice to End Tenancy for Cause, pursuant to section 47 of the *Act*, which required the Tenant to vacate the rental unit prior on, or before, November 30, 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 Tenant filed an application to dispute the One Month Notice to End Tenancy for Cause, I find that the she is conclusively presumed to have accepted that the tenancy was ending on November 30, 2020, pursuant to section 47(5) of the *Act*.

As the Tenant has not yet vacated the rental unit, I find that the Landlord is entitled to an Order of Possession on the basis of the One Month Notice to End Tenancy for Cause.

I find that the Landlord has established the merit of this Application for Dispute Resolution and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on February 15, 2021. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$100.00, in compensation for the fee paid to file this Application for Dispute Resolution, and I am granting a monetary Order in that amount.

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 05, 2021

Residential Tenancy Branch