



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SANFORD HOUSING SOCIETY and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for An Order of Possession for Cause pursuant to sections 47 and 55.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 11:10 a.m. to enable the tenant to call into this teleconference hearing scheduled for 11:00 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord was represented by property manager, MC ("landlord"). The landlord testified that he personally served the tenant with the Notice of Dispute Resolution Proceedings package on November 27, 2020. The landlord also sent a copy of the Notice of Dispute Resolution Proceedings package to the tenant by registered mail on November 27, 2020. The tracking number for the mailing is recorded on the cover page of this decision. Based on the undisputed testimony of the landlord, I am satisfied the tenant was duly served with the Notice of Dispute Resolution Proceedings package on November 27, 2020.

This hearing was conducted in the absence of the tenant in accordance with section 7.3 of the Residential Tenancy Branch Rules of Procedure.

Issue(s) to be Decided

Is the landlord entitled to a An Order of Possession for Cause pursuant to sections 47 and 55?

Background and Evidence

A copy of the tenancy agreement was provided as evidence. The tenancy began on December 1, 2013. The landlord testified that the tenant qualifies for subsidized housing and the tenant's rent is paid by the government.

The landlord testified that the tenant was served with a One Month Notice To End Tenancy for Cause on July 15, 2020 by leaving a copy of it on the tenant's door. A signed, witnessed proof of service document was provided as evidence. The landlord also served the tenant with the One Month Notice To End Tenancy for Cause by sending it to the tenant via registered mail on July 15, 2020. The tracking number for the mailing is recorded on the cover page of this decision. A copy of the notice to end tenancy was provided as evidence.

The landlord testified that he missed attending the hearing of a previous Application for Dispute Resolution seeking an order of possession based on this Notice. That hearing was dismissed with leave to reapply; the file number is recorded on the cover page of this decision. Since serving the tenant with the Notice, the tenant has not served him with any notice of dispute resolution.

The landlord testified that since serving the tenant with the Notice, the government has continued to pay the tenant's rent directly. The landlord testified he has supplied the tenant with receipts for use and occupancy, however the landlord did not elaborate on how this was done.

Analysis

I am satisfied that the tenant was deemed served with the landlord's notice to end tenancy on July 18, 2020, three days after it was posted to the tenant's door, in accordance with sections 88 and 90 of the Act.

Sections 47(3)(4) and (5) of the Act state:

(3) A notice under this section must comply with section 52 *[form and content of notice to end tenancy]*.

(4) A tenant may dispute a Notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the Notice.

(5) If a tenant who has received a Notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant (a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice, and

(b) must vacate the rental unit by that date.

Based on undisputed testimony of the landlord, and the documents provided, I find that the 1 Month Notice complies with the form and content provisions of section 52 of the *Act*. Although the tenant had the opportunity to do so, she did not file an application to dispute the Notice within 10 days, by July 28, 2020 or attend the scheduled Dispute Resolution Hearing. Since the tenant has not filed for dispute resolution, she is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and must move out of the unit. As that has not occurred, I find that the landlord is entitled to an Order of Possession effective 2 days after service. The landlord will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenant**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced in 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: February 08, 2021

Residential Tenancy Branch