



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 section 55; and a monetary order for damage to the unit, site, or property, money owed or compensation for loss under the *Act*, regulation or tenancy agreement pursuant to section 67

While the landlord's agent, MC ("landlord"), attended the hearing by way of conference call, the tenants did not. I waited until 1:40 p.m. to enable the tenant to participate in this scheduled hearing for 1:30 p.m. The landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord and I were the only one who had called into this teleconference.

The landlord gave sworn testimony that on January 8, 2021, the landlord's Application for Dispute Resolution hearing package was personally served to the tenant. The landlord provided a signed proof of service in their evidentiary materials. The landlord also provided a tracking number in their package for a further package that was sent on March 12, 2021 by way of registered mail. In accordance with sections 88 and 89 of the *Act*, I find the tenant duly served with the landlord's application. The tenant did not submit any written evidence for this hearing.

The landlord provided sworn testimony that the tenant was served with the landlord's 1 Month Notice to End Tenancy For Cause ('1 Month Notice') on November 27, 2020, which was both posted on the tenant's door on November 27, 2020, as well as sent to the tenant by way of registered mail. The landlord provided the tracking information in their evidentiary materials to support proof of service on the tenant. In accordance with sections 88 and 90 of the *Act*, I find that the tenant deemed served with the 1 Month Notice on December 2, 2020, 5 days after mailing.

Issues to be Decided

Is the landlord entitled to an Order of Possession for cause?

Background and Evidence

This month-to-month tenancy began in May of 2013. The tenant pays a portion of the subsidized rent in the amount of \$375.00 per month. The landlord collected a security deposit in the amount of \$300.00, which they still hold.

The landlord issued the 1 Month Notice on the following grounds:

1. The tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;
2. The tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
3. The tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety, or physical well-being of another occupant.

The landlord is seeking an end to this tenancy as the tenant has allowed an aggressive dog to be involved in several incidents that have harmed, or had the potential to harm, other residents and persons in the building. The landlord submitted detailed evidence, including numerous warning letters to the tenant on March 3, 2020, April 1, 2020, and June 24, 2020. The landlord testified that they have attempted to work with the tenant with no success. For the safety of other tenants and persons in the building, the landlord is seeking the end of this tenancy.

Analysis

A copy of the 1 Month Notice was submitted by the landlord for this hearing, and I find that the landlord's 1 Month Notice complies with section 52 of the *Act*, which states that the Notice must: be in writing and must: (a) be signed and dated by the landlord or tenant giving the notice, (b) give the address of the rental unit, (c) state the effective date of the notice, (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and (e) when given by a landlord, be in the approved form.

Section 47 of the *Act* provides that upon receipt of a notice to end tenancy for cause the tenant may, within ten days, dispute the notice by filing an application for dispute

resolution with the Residential Tenancy Branch. I find that the tenant has failed to file an application for dispute resolution within the ten days of service granted under section 47(4) of the *Act*. Accordingly, I find that the tenant is conclusively presumed under section 47(5) of the *Act* to have accepted that the tenancy ended on the corrected, effective date of the 1 Month Notice, January 31, 2021.

In this case, this required the tenant and anyone on the premises to vacate the premises by January 31, 2021. As this has not occurred, I find that the landlord is entitled to a two (2) day Order of Possession against the tenant, pursuant to section 55 of the *Act*.

Conclusion

I find that the landlord is entitled to an Order of Possession. I find that the landlord's 1 Month Notice is valid and effective as of January 31, 2021.

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: April 01, 2021

Residential Tenancy Branch