



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Atira Property Management Inc  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC

### Introduction

This hearing was convened in response to an application by the Landlord for an order of possession pursuant to section 55 of the *Residential Tenancy Act* (the “Act”).

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution, notice of hearing and evidence (the “Package”) by posting the Package on the Tenant’s door on February 11, 2021 in accordance with Section 89 of the Act. The service of the Package was witnessed. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

### Background and Evidence

The tenancy under written agreement started on July 31, 2018. Rent of \$3735.00 is payable on the first day of each month. On January 20, 2021 the Landlord served the Tenant with a one-month notice to end tenancy for cause (the “Notice”) by placing the Notice on the door. The Notice is dated January 20, 2021 and has an effective date of March 1, 2020. The Notice sets out as its reasons to end the tenancy that the Tenant, inter alia, significantly interfered with or unreasonably disturbed another occupant or the landlord. The Notice sets out under the details section that the Landlord issued the

Notice as the Tenant verbally abused another older tenant who was using a walker and screamed and threw garbage towards another tenant who had attempted to intervene. The Tenant then proceeded to punch a hole in the wall. The Tenant had previously been given several warning letters in relation to the Tenant's behavior.

### Analysis

Section 47(5) of the Act provides that if a tenant who has received a notice to end tenancy for cause does not make an application for dispute resolution within 10 days after the date the tenant receives the notice, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. Section 55(2)(b) of the Act provides that a landlord may request an order of possession of a rental unit where a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired.

Based on the Landlord's undisputed evidence of the date of service of the Notice I find that the time allowed for the Tenant to dispute the Notice has expired. Based on the Landlord's undisputed evidence of the reasons for the Notice, I find that the Notice is valid. Based on the Landlord's undisputed evidence that the Tenant received the Notice, did not dispute the Notice, and has not moved out of the unit, I find that the Landlord is entitled to an order of possession as requested.

### Conclusion

I grant the Landlord an **Order of Possession** effective two days after service on the Tenant. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and 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 Act.

Dated: May 07, 2021

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Residential Tenancy Branch