



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SATGURU ENTERPRISES LTD and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord filed under the Residential Tenancy Act (the “Act”) to enforce a One Month Notice to End Tenancy for Cause (the “Notice”) issued February 1, 2021. The matter was set for a conference call.

The Landlord and the Landlord’s Daughter (the “Landlord”) attended the hearing and were affirmed to be truthful in their testimony. As the Tenants did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered. Section 59 of the Act states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlord testified that the documents were served to the Tenants in person; on March 11, 2021, a proof of service form signed by a witness was submitted into documentary evidence. I find that the Tenants had been duly served in accordance with sections 89 and 90 of the Act.

The Landlord was provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

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 pursuant to section 55 of the Act?

Background and Evidence

The Tenancy agreement shows that this tenancy started on July 1, 2016, as a month-to-month tenancy. Rent in the amount of \$900.00 is to be paid by the first day of each month, and that the Tenant paid the Landlord a \$450.00 security deposit. The Landlord submitted a copy of the tenancy agreement into documentary evidence.

The Landlord testified that they personally served the Notice to end the tenancy to the Tenants on February 1, 2021; a proof of service form signed by a witness was submitted into documentary evidence. The Landlord also submitted a copy of the Notice into documentary evidence. The reasons checked off by the Landlord within the One Month Notice are as follows:

- Tenant has allowed an unreasonable number of occupants in the unit/site/property/park.
- Tenant or person permitted on the property by the tenant has:
 - Put the landlord's property at significant risk

The Notice informed the Tenants of the right to dispute the Notice within 10 days after receiving it. The Notice also informed the Tenant that if an application to dispute the Notice is not filed within 10 days, the Tenant is presumed to accept the Notice and must move out of the rental unit on the date set out on page one of the Notice.

The Landlord testified that the Tenants are storing an unreasonable amount of junk on the rental property. The Landlord testified that they had requested that the Tenants clean up the property several times, even offering to assist them, but that the Tenants have refused to do as asked.

The Landlord testified that they had received multiple notices from the city to have the property cleaned up and that they have recently been fined for the amount of junk on the rental property. The Landlord submitted a copy of the fine into documentary evidence.

The Landlord testified that the Tenants had not disputed the Notice or moved out in accordance with the Notice.

Analysis

Based on the testimony, the documentary evidence before me, and on a balance of probabilities, I find as follows:

Section 47 of the *Act* requires that upon receipt of a Notice to End Tenancy for Cause, a tenant must, within ten days, dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If the tenant does not do this, the tenant is conclusively presumed to have accepted that the tenancy will end on the effective date of the Notice under section 47(5).

Landlord's notice: cause

47 (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.*

I accept the undisputed testimony of the Landlord, and I find that the Tenants received the Notice to end the tenancy on February 1, 2021. Pursuant to section 47(8) of the *Act*, the Tenants had 10 days to dispute the Notice. Consequently, the Tenant had until February 11, 2021, to dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch.

In this case, I find that the Tenants did not dispute the Notice to End Tenancy and that the time for doing so has expired. Therefore, pursuant to section 47(5a), I find that the Tenants are conclusively presumed to have accepted the Notice and that the tenancy would end in accordance with that Notice.

Section 55(2b) of the *Act* states that a landlord may request an order of possession if a notice to end the tenancy has been given by the landlord and the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired.

Order of possession for the landlord

55 (2) A landlord may request an order of possession of a rental unit in any of the following circumstances by making an application for dispute resolution:

(b) 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

The Landlord is therefore entitled to an Order of Possession pursuant to section 55(2) of the Act. I grant the Landlord an Order of Possession effective not later than **2 days** after service of this Order upon the Tenants. Should the Tenants fail to comply with this Order, this order may be filed in the Supreme Court and enforced as an order of that Court.

The Tenants are cautioned that the costs of such enforcement are recoverable from the Tenant.

Conclusion

I find that the Tenants did not dispute the Notice and are therefore presumed under the law to have accepted that the tenancy ended on the effective date of the Notice.

I grant an **Order of Possession** to the Landlord, effective not later than **2 days** after service of this Order upon the Tenants. The Tenants must be served with this Order. Should the Tenants 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: June 1, 2021

Residential Tenancy Branch