



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      OPC, FFL

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on April 13, 2021 (the "Application"). The Landlord applied for an Order of Possession based on a One Month Notice to End Tenancy for Cause dated February 09, 2021 (the "Notice"). The Landlord also sought reimbursement for the filing fee.

The Agent for the Landlord appeared at the hearing. Nobody appeared at the hearing for the Tenant. I explained the hearing process to the Agent for the Landlord who did not have questions when asked. I told the Agent for the Landlord that they were not allowed to record the hearing pursuant to the Rules of Procedure (the "Rules"). The Agent for the Landlord provided affirmed testimony.

The Landlord submitted evidence prior to the hearing. The Tenant did not submit evidence. I addressed service of the hearing package and Landlord's evidence.

The Agent for the Landlord testified that the hearing package and Landlord's evidence were sent to the rental unit by registered mail on April 22, 2021. The Agent for the Landlord confirmed Tracking Number 1 relates to the package sent to the rental unit. The Landlord submitted registered mail receipts with Tracking Number 1 on them. The Agent for the Landlord testified that the hearing package and Landlord's evidence were also attached to the door of the rental unit.

I looked Tracking Number 1 up on the Canada Post website which shows notice cards were left in relation to the package April 23, 2021 and April 28, 2021. The website shows the package was unclaimed and returned to the sender.

Based on the undisputed testimony of the Agent for the Landlord, registered mail receipts and Canada Post website information, I find the Tenant was served with the hearing package and Landlord's evidence in accordance with sections 88(c) and 89(2)(b) of the *Residential Tenancy Act* (the "Act"). The Tenant cannot avoid service by failing to pick up registered mail. Pursuant to section 90(a) of the Act, the Tenant is deemed to have received the hearing package and Landlord's evidence April 27, 2021. I also find the Landlord complied with rule 3.1 of the Rules in relation to the timing of service.

Given I was satisfied of service, I proceeded with the hearing in the absence of the Tenant. The Agent for the Landlord was given an opportunity to present relevant evidence and make relevant submissions. I have considered all documentary evidence submitted and all testimony of the Agent for the Landlord. I will only refer to the evidence I find relevant in this decision.

#### Issues to be Decided

1. Is the Landlord entitled to an Order of Possession based on the Notice?
2. Is the Landlord entitled to reimbursement for the filing fee?

#### Background and Evidence

The Agent for the Landlord testified as follows. There is a written tenancy agreement between the parties. The tenancy started June 01, 2011. The tenancy was for a fixed term of three months and then became a month-to-month tenancy. Rent is \$356.00 per month due on the first day of each month. The Tenant paid a \$360.50 security deposit.

The Notice was submitted as evidence. The Notice is addressed to the Tenant and refers to the rental unit. The Notice is signed and dated by an agent for the Landlord. The Notice has an effective date of March 31, 2021. The grounds for the Notice are that the Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord and seriously jeopardized the health or safety or lawful right of another occupant or the Landlord.

The Agent for the Landlord testified that the Notice was attached to the door of the rental unit February 10, 2021. The Landlord submitted a Proof of Service signed by a

witness confirming that the Notice was attached to the door of the rental unit February 10, 2021.

The Agent for the Landlord testified that they are not aware of the Tenant disputing the Notice.

The Agent for the Landlord testified that the Tenant has paid rent until the end of August. The Agent for the Landlord sought an Order of Possession effective at the end of August.

### Analysis

The Notice was issued pursuant to section 47 of the *Act* and the following subsections:

47 (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies...

(d) the tenant or a person permitted on the residential property by the tenant has

- (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
- (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant...

Based on the undisputed testimony of the Agent for the Landlord and the Proof of Service signed by a witness, I find the Tenant was served with the Notice in accordance with section 88(g) of the *Act* on February 10, 2021. Pursuant to section 90(c) of the *Act*, the Tenant is deemed to have received the Notice on February 13, 2021.

Pursuant to section 47(4) of the *Act*, the Tenant had ten days from receiving the Notice to dispute it. I accept the undisputed testimony of the Agent for the Landlord that they are not aware of the Tenant disputing the Notice. There is no evidence before me showing that the Tenant did dispute the Notice. In the circumstances, I find the Tenant did not dispute the Notice.

Given the Tenant did not dispute the Notice as required, pursuant to section 47(5) of the *Act*, the Tenant is conclusively presumed to have accepted that the tenancy ended

March 31, 2021, the effective date of the Notice. The Tenant was required to vacate the rental unit by March 31, 2021.

I have reviewed the Notice and find it complies with section 52 of the *Act* in form and content as required by section 47(3) of the *Act*.

Given the above, I find the Landlord is entitled to an Order of Possession pursuant to section 55(2)(b) of the *Act*. The Landlord is issued an Order of Possession effective at 1:00 p.m. on August 31, 2021.

Given the Landlord was successful in the Application, the Landlord is entitled to reimbursement for the \$100.00 filing fee pursuant to section 72(1) of the *Act* and is issued a Monetary Order in this amount.

### Conclusion

The Landlord is issued an Order of Possession effective at 1:00 p.m. on August 31, 2021. This Order must be served on the Tenant. If the Tenant does not comply with the Order, it may be filed in the Supreme Court and enforced as an order of that Court.

The Landlord is issued a Monetary Order for \$100.00. This Order must be served on the Tenant and, if the Tenant does not comply with the Order, it may be filed in the Provincial Court (Small Claims) 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: August 16, 2021

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Residential Tenancy Branch