



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CLEARBROOK RENTAL PROPERTIES
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

On April 21, 2021, the Landlord applied for a Dispute Resolution proceeding seeking an Order of Possession based on a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”).

R.J. attended the hearing as the owner of the rental unit and M.D. attended the hearing as an agent for the Landlord; however, the Tenant did not attend at any point during the 21-minute teleconference. At the outset of the hearing, I informed the parties that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all in attendance provided a solemn affirmation.

M.D. advised that the Notice of Hearing package and some evidence was served to the Tenant by hand on April 29, 2021 and R.J. confirmed that he witnessed service of this package. As well, she stated that she confirmed that the Tenant could view the Landlord’s digital evidence prior serving it, pursuant to Rule 3.10.5 of the Rules of Procedure. She also stated that additional evidence was served to the Tenant on August 9, 2021 by posting it to the Tenant’s door.

Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was duly served the Landlord’s Notice of Hearing package and evidence that was included in that package. As such, I have accepted that documentary evidence and the accompanying digital evidence and will consider it when rendering this Decision. However, the additional evidence that was served to the Tenant was not served in accordance with the timeframe requirements of Rule 3.14 of the

Rules of Procedure. As such, this late evidence will be excluded and not considered when rendering this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

M.D. advised that the tenancy started on November 22, 2018, that rent was established at \$720.00 per month, and that it was due on the first day of each month. A security deposit of \$360.00 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

She testified that the Notice was served to the Tenant by hand on March 30, 2021. The reasons the Landlord served the Notice are because the “Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord, seriously jeopardized the health or safety or lawful right of another occupant or the landlord, and/or put the landlord’s property at significant risk.” The effective end date of the tenancy on the Notice was noted as April 30, 2021.

Documentary and digital evidence was submitted to corroborate the reasons for service of the Notice.

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 52 of the *Act* requires that any notice to end tenancy issued by a Landlord must be signed and dated by the Landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

With respect to the Notice served to the Tenant on March 30, 2021, I have reviewed this Notice to ensure that the Landlord has complied with the requirements as to the form and content of Section 52 of the *Act*. I find that this Notice meets all of the requirements of Section 52.

The undisputed evidence is that the Notice was served to the Tenant by hand on March 30, 2021. According to Section 47(4) of the *Act*, the Tenant had 10 days to dispute this Notice, and Section 47(5) of the *Act* states that *“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 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.”*

After being served the Notice, the tenth day fell on Friday April 9, 2021 and the undisputed evidence is that the Tenant did not make an Application to dispute this Notice by that date. I find it important to note that the information with respect to the Tenant’s right to dispute the Notice is provided on the third page of the Notice. As per R.J.’s testimony, the Tenant filed to dispute a 10 Day Notice to End Tenancy for Unpaid Rent, but this Application was dismissed (the relevant file number is noted on the first page of this Decision).

Ultimately, as the Tenant did not dispute the Notice, and as there was no evidence provided corroborating that the Tenant had any extenuating circumstances that prevented her from disputing the Notice, I am satisfied that the Tenant is conclusively presumed to have accepted the Notice.

As such, and based on the Landlord’s accepted evidence, I find that the Landlord is entitled to an Order of Possession effective **two days after service of this Order** on the Tenant.

Conclusion

I grant an Order of Possession to the Landlord effective **two days after service of this**

Order on the Tenant. This Order must be served on the Tenant by the Landlord. 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: August 24, 2021

Residential Tenancy Branch