



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPC, FFL

Introduction

The hearing was convened in response to an Application for Dispute Resolution filed by the Landlord, in which the Landlord applied for an Order of Possession and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on June 03, 2021 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch on June 03, 2021 were personally served to the sent to the Tenant's sister, who is an adult who lives in the rental unit. On the basis of the undisputed evidence, I find that these documents have been served in accordance with section 89(2)(c) of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

As the aforementioned documents were properly served to the Tenant, the hearing proceeded in the absence of the Tenant and the evidence was accepted as evidence for the proceedings.

The Landlord was given the opportunity to present relevant oral evidence and to make relevant submissions. He affirmed that he would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The Landlord was advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. He affirmed he would not record any portion of these proceedings.

Issue(s) to be Decided

Is the Landlord is entitled to an Order of Possession?

Background and Evidence

The Landlord stated that:

- The Tenant and her sister signed a tenancy agreement, which was submitted in evidence;
- Rent is due by the first day of each month;
- On May 08, 2021 a One Month Notice to End Tenancy for Cause was posted on the door of the rental unit, which declared that the rental unit must be vacated by June 15, 2021; and
- The Tenants are still occupying the rental unit.

Analysis

Section 47 of the *Act* permits a landlord to end a tenancy for a variety of reasons by serving the tenancy with a One Month Notice to End Tenancy for Cause.

On the basis of the undisputed evidence, I find that the Tenant was served with a One Month Notice to End Tenancy for Cause when it was posted on the door of the rental unit on May 08, 2021. Pursuant to section 90(c) of the *Act*, I find that this Notice to End Tenancy is deemed to have been received on May 11, 2021.

Section 47(5) of the *Act* stipulates that tenants are conclusively presumed to have accepted that the tenancy ends on the declared effective date of a notice received pursuant to section 47 of the *Act* and that the tenants must vacate the rental unit by that date unless the tenant disputes the notice within ten days of receiving it. As there is no evidence that the Tenant filed an application to dispute the One Month Notice to End Tenancy for Cause, I find that the Tenant accepted that the tenancy was ending on June 15, 2021, pursuant to section 47(5) of the *Act*.

The Landlord stated that recently the Tenant has been behaving appropriately and he would like to continue the tenancy if that behaviour continues. The

effective date of the Order of Possession is intended to provide the parties with the opportunity to continue this tenancy if the parties desire.

The Landlord is being granted an Order of Possession that requires the Tenant to vacate the rental unit by October 31, 2021, providing the Order of Possession is served to the Tenant on, or before, October 15, 2021; by November 30, 2021, providing the Order of Possession is served to the Tenant between October 16, 2021 and November 15, 2021; and by December 31, 2021, providing the Order of Possession is served to the Tenant between November 16, 2021 and December 15, 2021.

The parties are advised that if the Order of Possession has not been served by December 15, 2021, it has no force or effect.

The Tenant retains the right to end this tenancy with proper written notice.

I find that the Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

I grant the Landlord an Order of Possession that is effective on October 31, 2021, providing the Order of Possession is served to the Tenant on, or before, October 15, 2021; by November 30, 2021, providing the Order of Possession is served to the Tenant between October 16, 2021 and November 15, 2021; and by December 31, 2021, providing the Order of Possession is served to the Tenant between November 16, 2021 and December 15, 2021.

This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

In the event the Order of Possession has not been served by December 15, 2021, it has no force or effect.

The Landlord has established a monetary claim, in the amount of \$100.00, in compensation for the fee paid to file this Application for Dispute Resolution, and I

grant the Landlord a monetary Order for \$100.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court 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 *Residential Tenancy Act*.

Dated: September 24, 2021

Residential Tenancy Branch