



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC Housing Management Commission
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the “Act”), I was designated to hear an application regarding a tenancy. Having issued a One Month Notice To End Tenancy For Cause dated May 7, 2021 (the “One Month Notice”), the Landlord applied for an order of possession for the rental unit, pursuant to section 55 of the Act.

The Landlord and the Tenant were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Landlord’s Notice of Hearing was made available to them on July 16, 2021. The Landlord testified they served the Tenant with the dispute resolution proceeding package (DRPP) in person on July 16, 2021. The Tenant confirmed they received it. I find the Landlord served the Tenant in accordance with section 89 of the Act.

Issue to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord and Tenant agreed on the particulars of the month-to-month tenancy: it began on July 1, 2016; rent is \$328.00, due on the first of the month; and the Landlord did not collect a security deposit or pet deposit.

The Landlord submitted a copy of the One Month Notice as evidence. It is signed and dated by the Landlord, gives the address of the rental unit, states an effective date of the notice, states the reason for ending the tenancy, and is in the approved form.

The Landlord testified they served the One Month Notice on the Tenant by posting it on the door on May 14, 2021. The Tenant confirmed they received it.

In their testimony, the Landlord spoke of several incidents in which the Tenant allegedly swore at staff, was verbally offensive and aggressive toward the spouse of an employee, and on May 5, 2021, physically pushed an employee. The Landlord also submitted a copy of a letter to the Tenant regarding these events, dated May 7, 2021, stating they were the reasons for the service of the One Month Notice.

The Landlord called as witness the building manager, who, in affirmed testimony, stated that on May 5, 2021, the Tenant walked into him, and called him a “fucking idiot.” The building manager stated that on another occasion, as the Tenant passed by in the hallway, the Tenant called the building manager an “asshole.” The building manager also testified that the Tenant had harassed the building manager’s spouse at the spouse’s workplace.

The Tenant denied these events took place. The Tenant described an incident in which a person the Tenant did not know was staff was cleaning the mailboxes and loitering, and the Tenant felt the person should not have been hanging around the building. The Tenant stated that because the person blocked the Tenant’s way, the Tenant asked them to move. The Tenant testified that they later saw the person and apologized for anything the Tenant might have said that caused offense. The Tenant testified that as a result, the Tenant considered the matter already dealt with.

The Tenant provided affirmed testimony they did not swear at the building manager and did not go to the workplace of the building manager’s spouse.

The Tenant testified they did not apply to the Residential Tenancy Branch to dispute the One Month Notice.

Analysis

I find the Landlord served the One Month Notice on the Tenant in accordance with section 88 of the Act. As the Landlord served the One Month Notice by posting it on the

door of the rental unit on May 14, 2021, the One Month Notice is deemed received by the Tenant on May 17, 2021, per section 90 of the Act.

I find the One Month Notice meets the form and content requirements of section 52 of the Act.

Section 47(4) of the Act provides that upon receipt of a notice to end tenancy for cause, the tenant may, within 10 days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. Information on how to dispute the notice is found on pages 1 and 3 of the [One Month Notice](#) form.

I find that the Tenant did not file an application for dispute resolution within 10 days of May 17, 2021, the timeline granted under section 47(4) of the Act. Accordingly, I find that the Tenant is conclusively presumed under section 47(5) to have accepted that the tenancy ends on the effective date of the One Month Notice, June 30, 2021, and must vacate the rental unit.

Therefore, in accordance with section 55 of the Act, I find that the Landlord is entitled to an Order of Possession.

Conclusion

The Landlord's application is granted.

I hereby grant the Landlord an order of possession, which must be served on the Tenant and which is effective two (2) days from the date of service. This order may be filed in, 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: October 26, 2021

Residential Tenancy Branch