



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1284969 BC Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FFL

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 22, 2021, (the One Month Notice) the Landlord applied on July 14, 2021 for:

- an order of possession for the rental unit; and
- the filing fee.

The hearing was attended by the Landlord, their agent, and their witness; the Tenant did not attend the hearing. The Landlord was 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 testified they attempted to serve the Tenant with the Notice of Dispute Resolution Proceeding (NDRP) and their evidence on November 23, 2021 in person. The stated they knocked on the door of the rental unit, could hear voices inside, but as their knock was not acknowledged, they posted the package on the door. I find the NDRP and evidence served to the Tenant pursuant to section 89(2)(d) and deem it received by the Tenant on November 26, 2021 in accordance with section 90(c) of the Act.

Issues to be Decided

- 1) Is the Landlord entitled to an order of possession?
- 2) Is the Landlord entitled to the filing fee?

Background and Evidence

The Landlord testified that they purchased the rental property in January 2021 and that the previous owner did not have written tenancy agreements with the tenants. The Landlord provided the following information about the periodic tenancy: rent is \$500.00, due on the first of the month, and the Tenant paid a security deposit of \$250.00.

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

- The Tenant has allowed an unreasonable number of occupants in the unit/site/property/park;
- 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
 - put the Landlord's property at significant risk;
- The Tenant or a person permitted on the property by the Tenant has engaged in illegal activity that has, or is likely to damage the Landlord's property;
- The Tenant or a person permitted on the property by the Tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety, or physical well-being of another occupant of the Landlord; and
- The Tenant or a person permitted on the property by the Tenant has engaged in illegal activity that has, or is likely to adversely jeopardize a lawful right or interest of another occupant or the Landlord.

The Landlord testified these issues were ongoing, and that the Tenant now has no hydro in their rental unit, and is using hydro from the hallway.

The Landlord testified they served the One Month Notice on the Tenant by attaching it to the door on May 22, 2021.

The Landlord testified the Tenant did not 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 22, 2021, the One Month Notice is deemed received by the Tenant on May 25, 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 25, 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.

Section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlord is successful in their application, I order the Tenant to pay the \$100.00 filing fee the Landlord paid to apply for dispute resolution. In accordance with sections 38 and 72 of the Act, I allow the Landlord to retain \$100.00 of the Tenant's security deposit in satisfaction of this monetary award.

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: November 30, 2021

Residential Tenancy Branch