



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

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An order for possession under a One Month Notice to End Tenancy for Cause ("One Month Notice") pursuant to sections 47 and 55;
- Authorization to recover the filing fee for this application pursuant to section 72.

The agent GV attended for the landlord ("the landlord"). The landlord had the opportunity to call witnesses and called the witness GJ. They presented affirmed testimony and written evidence. The hearing process was explained, and the landlord was given an opportunity to ask questions about the process.

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional 23 minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant was provided.

Service by Landlord upon Tenant

As the tenant did not attend the hearing, I asked the landlord to confirm that the tenant was served with the Notice of Hearing and Application for Dispute Resolution for this hearing.

The witness GH testified they personally served the tenant with the documents on August 5, 2021.

Pursuant to the testimony of GH and the landlord, I find the landlord personally served the documents on the tenant on August 5, 2021 in compliance with the Act.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession and reimbursement of the filing fee?

Background and Evidence

The landlord provided the following uncontradicted testimony as the tenant did not attend the hearing.

In March 2021, the landlord acquired the building in which the unit is located. The landlord testified there is no written tenancy agreement although their understanding is that the tenant has lived in the unit for about one year.

Rent in the amount of \$650.00 is payable on the first day of each month. The tenant remitted a security deposit in the amount of \$325.00 at the start of the tenancy, which the landlord holds. The tenant is not in arrears in rent.

The witness GJ testified that he posted the One Month Notice ("**Notice**") to the tenant's door May 22, 2021 thereby effecting service under section 90 on May 25, 2021.

The Notice is in the standard RTB form and lists multiple grounds for ending the tenancy. The Notice states an effective move-out date of June 30, 2021. The landlord submitted a copy of the Notice.

The Notice provided that the tenant may dispute the Notice within ten days of service. The tenant did not file a dispute.

The landlord testified the tenant caused multiple disturbances including drug dealing, damage to the building, and setting fires. The landlord submitted a copy of correspondence from the RCMP including the following:

[Town] RCMP attended [unit] 160 times between January 2021 and July 20, 2021 for a variety of reasons ranging from assaults, breach of the peace, mental health calls, assist ambulance and MCFD, a few sudden death (not suspicious) and lots of noise complaints.

The landlord requested an Order of Possession and reimbursement of the filing fee.

Analysis

I find the tenant is deemed served with the Notice on May 25, 2021.

Sections 47(4) and (5) of the Act state:

(4) A tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.

(5) 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

- (a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and
- (b) must vacate the rental unit by that date.

Based on the landlord's testimony and the Notice before me, I find that the tenant was served with an effective Notice and the tenant did not file to dispute the Notice within 10 days.

I find the Notice complied with section 52 in terms of form and content.

Therefore, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and must move out of the unit. As this has not

occurred, I find that the landlord is entitled to a two-day Order of Possession, pursuant to section 55 of the Act.

As the landlord has been successful in this claim, I award the landlord \$100.00 for reimbursement of the filing fee pursuant to section 72. The landlord may deduct the award from the security deposit held by the landlord.

Conclusion

I grant an Order of Possession to the landlord effective two days after service on the tenant. This Order must be served on the tenant.

This Order may be filed in the Courts of the Province of BC 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: November 15, 2021

Residential Tenancy Branch