



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OPC**

Introduction

This hearing dealt with the Landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for an Order of Possession for Cause pursuant to Sections 55 and 62 of the Act.

The hearing was conducted via teleconference. The Landlord's Agent, CA, attended the hearing at the appointed date and time and provided affirmed testimony. The Tenant did not attend the hearing. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord's Agent and I were the only ones who had called into this teleconference. The Landlord's Agent was given a full opportunity to be heard, to make submissions, and to call witnesses.

I advised CA that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure (the "ROP") prohibits the recording of dispute resolution hearings. CA testified that she was not recording this dispute resolution hearing.

CA personally served the Tenant with a One Month Notice to End Tenancy for Cause (the "One Month Notice") on September 30, 2021. The effective date of the One Month Notice was October 31, 2021. I find that the One Month Notice was served pursuant to Section 88(a) of the Act.

CA served the Tenant with the Notice of Dispute Resolution Proceeding package and all her evidence on November 15, 2021 via Canada Post registered mail (the "NoDRP package"). CA provided the Canada Post registered mail receipt with tracking number submitted into documentary evidence as proof of service. I have noted the registered mail tracking number on the cover sheet of this decision. I find that the Tenant was deemed served with the NoDRP package for this hearing five days after mailing them

on November 20, 2021, in accordance with Sections 88(c), 89(1)(c) and 90(a) of the Act.

Issue to be Decided

1. Is the Landlord entitled to an Order of Possession for Cause?

Background and Evidence

I have reviewed all written and oral evidence and submissions before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

This periodic tenancy began on September 1, 2020. Monthly rent is \$595.00 payable on the first day of each month. A security deposit of \$297.50 was collected at the start of the tenancy and is still held by the Landlord.

The Landlord served a One Month Notice on the Tenant on September 30, 2021. The reason on the One Month Notice to end this tenancy was that the Tenant has failed to comply with a material term, and has not corrected the situation within a reasonable time after the Landlord gives written notice to do so. The Tenant did not comply with the material term, and did not apply for dispute resolution on the One Month Notice.

CA testified that the Tenant has paid rent up to the end of January 2022, and she is seeking an Order of Possession for the rental unit for January 31, 2022.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim. As this hearing was conducted pursuant to ROP 7.3, in the Tenant's absence, all the Landlord's testimony is undisputed.

Section 55(2) of the Act reads as follows:

- 55 (2) *A landlord may request an order of possession of a rental unit in any of the following circumstances by making an application for dispute resolution:*

...

- (b) *a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired;*

...

- (4) *In the circumstances described in subsection (2) (b), the director may, without any further dispute resolution process under Part 5 [Resolving Disputes],*

- (a) *grant an order of possession, and*

...

The Landlord served the Tenant with the One Month Notice on September 30, 2021. The Tenant had until October 10, 2021 to apply for dispute resolution based on the One Month Notice. To the best of the Landlord's knowledge the Tenant has not applied to dispute the One Month Notice. I find that the time to file for dispute resolution has expired. I find, on a balance of probabilities, that based on the Landlord's undisputed testimony, and the Tenant's failure to attend this hearing and present evidence relating to this application, the Landlord has met the burden of proof and is entitled to an Order of Possession pursuant to Section 55(4)(a) of the Act. I grant an Order of Possession to the Landlord which will be effective on January 31, 2022 at 1 p.m.

Conclusion

The Landlord is granted an Order of Possession which will be effective on January 31, 2022 at 1 p.m. The Order of Possession may be filed in and enforced as an Order of the British Columbia Supreme 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 Act.

Dated: January 20, 2022

Residential Tenancy Branch