



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

GULF ISLANDS SENIORS RESIDENTS ASSOCIATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPE

### Introduction

On October 4, 2021, the Landlord applied for a Dispute Resolution proceeding seeking an Order of Possession based on a One Month Notice to End Tenancy for End of Employment (the "Notice") pursuant to Section 48 of the *Residential Tenancy Act* (the "Act").

H.B. and C.A. attended the hearing as agents for the Landlord, and L.M. attended the hearing as counsel for the Landlord. However, the Tenant did not attend at any point during the 16-minute teleconference. At the outset of the hearing, I informed the parties that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all in attendance, with the exception of L.M., provided a solemn affirmation.

H.B. advised of the correct name of the Landlord. As such, the Style of Cause on the first page of this Decision has been amended accordingly.

L.M. advised that the Notice of Hearing and evidence package was served to the Tenant by being posted to the Tenant's door on October 7, 2021. C.A. confirmed that she posted this package and H.B. confirmed that he witnessed her serve this package. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was duly served the Landlord's Notice of Hearing and evidence package. As such, I have accepted the Landlord's documentary evidence and will consider it when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me;

however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession?

### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

L.M. advised that the tenancy started on August 1, 2020, that rent was established at \$1,100.00 per month, and that it was due on the first day of each month. However, as per the addendum and the contract of employment, she submitted that completion of the conditions of employment were in lieu of rent. H.B. and C.A. confirmed that this employment arrangement existed. A pet damage deposit of \$500.00 was also paid. Only a copy of the signed tenancy agreement, without the addendum, was submitted as documentary evidence.

She also advised that the Notice was served to the Tenant by hand on September 22, 2021, by C.A. and a proof of service document was included to corroborate this. The reason the Landlord served the Notice is because the "Tenant's rental unit/site is provided by the employer to the employee to occupy during the term of employment and employment has ended." The effective end date of the tenancy on the Notice was noted as October 31, 2021.

She submitted that the Tenant was served a letter on September 15, 2021 advising him that his employment would be ending effective September 21, 2021. As such, the Notice was then served. She also advised that due to the Tenant's overholding of the rental unit, the new employee has been occupying a residential unit, that is necessary for senior's housing, until this situation is resolved.

There was no documentary evidence submitted by the Tenant for consideration on this file.

### Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 52 of the *Act* requires that any notice to end tenancy issued by a Landlord must be signed and dated by the Landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

With respect to the Notice served to the Tenant on September 22, 2021, I have reviewed this Notice to ensure that the Landlord has complied with the requirements as to the form and content of Section 52 of the *Act*. I find that this Notice meets all of the requirements of Section 52.

The undisputed evidence is that the Notice was served to the Tenant by hand on September 22, 2021. According to Section 47(4) of the *Act*, the Tenant had 10 days to dispute this Notice, and Section 47(5) of the *Act* states that *“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 is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date.”*

The undisputed evidence is that the Tenant did not make an Application to dispute this Notice. I find it important to note that the information with respect to the Tenant’s right to dispute the Notice is provided on the third page of the Notice.

Ultimately, as the Tenant did not dispute the Notice, and as there was no evidence provided corroborating that the Tenant had any extenuating circumstances that prevented him from disputing the Notice, I am satisfied that the Tenant is conclusively presumed to have accepted the Notice.

As such, and based on the Landlord’s accepted evidence, I find that the Landlord is entitled to an Order of Possession effective **two days after service of this Order** on the Tenant.

Conclusion

I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenant. This Order must be served on the Tenant by the Landlord. Should the Tenant fail to comply with this Order, this Order may be filed 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: February 14, 2022

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Residential Tenancy Branch