



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Third East Squamish LP and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FFL

Introduction

The Landlord filed an Application for Dispute Resolution (the “Application”) on December 13, 2021 seeking an order of possession for the rental unit. They also applied for reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on March 28, 2022. In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

The Landlord gave the tenant notice of this dispute resolution via process server. An affidavit attesting to that mode of service, from the process server who served the Tenant in person on December 17, 2021, is in the Landlord’s evidence. Subsequent evidence was served in the same manner. From this account, I am satisfied the Tenant had proper notice of this participatory hearing, as they confirmed in the hearing.

Issues to be Decided

Is the Landlord entitled to an Order of Possession for cause pursuant to sections 47 and 55 of the *Act*?

Is the Landlord entitled to reimbursement of the Application filing fee?

Background and Evidence

The Landlord submitted a copy of the residential tenancy agreement which the parties signed on October 12, 2019. The tenancy began on November 1, 2019 for a fixed term of one year. After that time, the tenancy continued on a month-to-month basis. The

rent amount was \$2,700 per month payable on the first of each month. The Tenant paid a \$1,350 security deposit at the start of the tenancy.

The Landlord submitted a copy of the One Month Notice to End Tenancy for Cause (the “One-Month Notice”) dated November 29, 2021. That set the final date of the tenancy at February 1, 2022. The reasons provided by the Landlord on page 2 of the document were: repeated late payment of rent; putting the Landlord’s property at risk; illegal activity likely to damage the Landlord’s property; and breach of a material term of the tenancy agreement.

The Landlord provided a copy of the “Schedule of the Details of Causes” that lists details for each of the grounds indicated on the One-Month Notice:

- the Tenant was late with rent in August, September, and October 2021
- the local municipality issued warnings for the property being in violation of local bylaws: unsightly premises; parking violations; nuisance; keeping of wrecked vehicles;

The One Month Notice provides that the tenant had ten days from the date of service to apply for Dispute Resolution or the tenancy would end on the stated effective end-of-tenancy date of February 1, 2022. The Landlord served the document via process server, who attested by affidavit that they attached the One-Month Notice to the door of the rental unit on November 30, 2021.

In the hearing, the Tenant confirmed they did not apply to dispute the One-Month Notice in the 10-day timeframe. The Tenant disclosed that they have arranged for a new living arrangement in short order from the time of the hearing. They provided the final date of April 11, 2022 as the proposed end-of-tenancy date in this situation.

Analysis

The *Act* s. 47 allows a landlord to end a tenancy by giving notice to end the tenancy if, among other things, one or more of the following applies:

(b)the tenant is repeatedly late paying rent;

...

(d)the tenant or a person permitted on the residential property by the tenant has

...

(iii) put the landlord's property at significant risk;

...

(e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that

(i) has caused or is likely to cause damage to the landlord's property,

...

(h) the tenant

(i) has failed to comply with a material term, and

(ii) has not corrected the situation within a reasonable time after the landlord gives written notice to do so;

Following this, s. 47(4) allows a tenant who receives a notice to end tenancy 10 days to submit an Application for Dispute Resolution to cancel the notice. Then s. 47(5) stipulates that if a tenant fails to apply within 10 days, they are conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and they must vacate the rental unit.

I have reviewed the Notice, and I find it complies with the form and content requirements of s. 52 of the Act. I find that the Tenant did not dispute the Notice within ten days, pursuant to s. 47(4). I find that the Tenant is conclusively presumed to have accepted that the tenancy has ended in accordance with s. 47(5).

I find the landlord had the authority to issue the Notice under s. 47 of the *Act*. I grant the Landlord's request for an Order of Possession under s. 55 of the *Act*. In the hearing, the Landlord accepted the April 11 end-of-tenancy date.

Both parties had a number of questions on rent amounts owing, and issues of closing out and inspecting the rental unit for damages. I encouraged open and candid communication between the parties on these issues. The Residential Tenancy Branch has a number of resources in place regarding ending a tenancy, and each party's rights and obligations in that process.

Because they were successful in their Application, I find the Landlord is eligible for reimbursement of the Application filing fee.

Conclusion

For the reasons above, I grant an Order of Possession to the Landlord **effective 1:00 p.m. on April 11, 2022**. The landlord must serve this Order of Possession on the Tenant. 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.

Pursuant to s. 72 of the *Act*, I grant the Landlord a separate Monetary Order for the recovery of the filing fee paid for this application. This amount is \$100.00. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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 s. 9.1(1) of the *Act*.

Dated: March 28, 2022

Residential Tenancy Branch