



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

OPL-4M

### **Introduction**

The hearing was convened in response to an Application for Dispute Resolution filed by the Landlord, in which the Landlord applied for an Order of Possession.

The Landlord stated that on October 29, 2021 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch in October of 2021 was sent to the Tenant, via registered mail, at the rental unit. The Landlord submitted Canada Post documentation that corroborates this statement. The Landlord stated that these documents were not claimed by the Tenant and they were returned to him by Canada Post.

In the absence of evidence to the contrary, I find that these documents have been served to the Tenant in accordance with section 89 of the *Residential Tenancy Act* (Act), however the Tenant did not appear at the hearing. As the documents were properly served to the Tenant, the evidence was accepted as evidence for these proceedings and the hearing proceed in the absence of the Tenant. A tenant cannot avoid service of documents by simply refusing to claim registered mail.

The Landlord stated that on February 02, 2022 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch on February 01, 2022 was sent to the Tenant, via registered mail, at the rental unit. The Landlord submitted Canada Post documentation that corroborates this statement. The Landlord stated that these documents were not claimed by the Tenant and they were returned to him by Canada Post.

In the absence of evidence to the contrary, I find that these documents have been served to the Tenant in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing. As the documents were properly served to the Tenant, the February 02, 2022 evidence package was also accepted as evidence for these proceedings. A tenant cannot avoid service of documents by simply refusing to claim registered mail.

On February 20, 2022 the Landlord submitted additional evidence to the Residential Tenancy Branch. The Landlord stated that this evidence duplicated evidence previously submitted to the Residential Tenancy Branch and served to the Tenant and, as such, it was not re-served to the Tenant. As this is duplicated evidence, I do not need to accept it as evidence for these proceedings.

The Landlord was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The Landlord affirmed that he would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The Landlord was advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. The Landlord affirmed that he would not record any portion of these proceedings.

#### Issue(s) to be Decided

Is the Landlord is entitled to an Order of Possession?

#### Background and Evidence

The Landlord stated that this tenancy began prior to him purchasing the rental unit in 2021. He stated that the Tenant was required to pay monthly rent of \$500.00 by the first day of each month.

The Landlord stated that a Four Month Notice to End Tenancy for Demolition or Conversion was served to the Tenant, via registered mail, on September 17, 2021. The Landlord submitted documents from Canada Post that corroborates this testimony.

The Four Month Notice to End Tenancy for Demolition or Conversion, which was submitted as evidence, declares that the rental unit must be vacated by January 31, 2022. The Landlord stated that the Tenant is still occupying the rental unit.

### Analysis

On the basis of the undisputed evidence, I find that this tenancy began prior to the Landlord purchasing the rental unit in 2021. The Landlord submitted an Ownership Transfer Form that corroborates his testimony that he purchased the manufactured home in 2021. The Landlord submitted a title search, dated January 28, 2022, that establishes he owns a manufactured home on the residential property.

On the basis of the undisputed evidence, I find that the Tenant was required to pay monthly rent of \$500.00 by the first day of each month.

Section 49(6)(a) of the *Residential Tenancy Act (Act)* permits a landlord to end a tenancy in respect of a rental unit if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to demolish the rental unit.

On the basis of the evidence presented by the Landlord, I find that a Four Month Notice to End Tenancy for Demolition or Conversion was served to the Tenant, via registered mail, on September 17, 2021. This document is deemed received by the Tenant on September 22, 2021, pursuant to section 90 of the *Act*. I find that this Notice to End Tenancy properly informs the Tenant of the Landlord's intent to end the tenancy pursuant to section 49(6)(a) of the *Act*.

Section 49(8)(b) of the *Act* stipulates that a tenant may dispute a Notice to End Tenancy that is served pursuant to section 49(6)(a) of the *Act*, by filing an Application for Dispute Resolution within 30 days after the date the Notice to End Tenancy is received.

Section 49(9) of the *Act* stipulates that if a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (8), 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.

As I have no evidence that the Tenant disputed this Four Month Notice to End Tenancy for Demolition or Conversion, I find that the Tenant is conclusively presumed to have

accepted that the tenancy end on the declared effective of the Four Month Notice to End Tenancy for Demolition or Conversion, which is January 31, 2022.

As the Tenant is conclusively presumed to have accepted this tenancy ended on January 31, 2022, I grant the Landlord's application for an Order of Possession.

### Conclusion

I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on March 31, 2021. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, 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: March 08, 2022

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Residential Tenancy Branch