



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

The Landlord filed an Application for Dispute Resolution (the “Application”) on January 6, 2022 seeking an order of possession for the rental unit. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on April 5, 2022.

Both parties attended the conference call hearing. I explained the process and both parties had the opportunity to ask questions and present oral testimony during the hearing.

The Tenant confirmed they received the Landlord’s prepared documentary evidence for this hearing. The Tenant did not prepare documents of their own for this process. On the basis of confirmed disclosure, I proceeded with the hearing as scheduled.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession for cause pursuant to s. 55 of the *Act*?

Background and Evidence

The landlord submitted a copy of the residential tenancy agreement which the parties signed on June 13, 2021. The tenancy began on July 1, 2021. The set rent amount is \$1,350; however, the Tenant pays \$1,050 of this, with the remainder paid by a housing program.

The Landlord submitted as evidence a copy of the One Month Notice to End Tenancy for Cause (the “One Month Notice”) dated January 5, 2022. The reasons for the issuance of the document are: the tenant is repeatedly late paying rent; and significant interference or

unreasonable disturbance of others, jeopardy to the health or safety of others, and putting the Landlord's property at significant risk. The Landlord also indicated extraordinary damage, illegal activity, and the Tenant knowingly giving false information to others.

The Tenant here acknowledged they received the One-Month Notice from the Landlord, finding it attached to the door of the rental unit on January 6, 2022. They did not apply to the Residential Tenancy Branch to dispute the Landlord's end of this tenancy.

The document itself provides that the Tenant had 10 days from the date received to challenge the end of tenancy via dispute resolution. If they did not apply to dispute, the tenancy would end on the date indicated, February 5, 2022.

In the hearing, the Tenant confirmed they did not apply within this timeframe, having faced a significant challenge in their family at that time. They acknowledged they applied to dispute the One-Month Notice only very recently, approximately two weeks prior to this hearing date.

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
 - i. significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
 - ii. seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
 - 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,
 - ii. has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
 - iii. has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord.
- f) the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;

j) the tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property;

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 as necessitated by s. 47(4). The Tenant confirmed this in the hearing. 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 has 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*.

Conclusion

I grant an Order of Possession to the Landlord effective **TWO DAYS after service of this Order** 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.

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: April 5, 2022

Residential Tenancy Branch