



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RELIANCE PROPERTIES
LTD. and [tenant name sussed to protect privacy]

DECISION

Dispute Codes

Tenant: CNC

Landlord: OPC, MNDCL-S, FFL

Introduction

This was a reconvened hearing to deal with two crossed Applications for Dispute Resolution filed under the *Residential Tenancy Act* (the Act).

The tenant applied on February 24, 2022 for:

- an order to cancel a One Month Notice to End Tenancy for Cause, dated February 11, 2022 (the One Month Notice).

The landlord applied on April 6, 2022 for:

- an order of possession, having issued the One Month Notice;
- compensation for monetary loss or other money owed, requesting to retain the security and/or pet damage deposit; and
- the filing fee.

Those present were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

Procedural History

This hearing was reconvened after it was adjourned on June 6, 2022. This decision should be read in conjunction with the Interim Decision issued on June 10, 2022.

Service

The landlord confirmed receipt of the tenant's Notice of Dispute Resolution Proceeding (NDRP).

The tenant testified she did not serve evidence on the landlord.

The landlord testified she served their NDRP and evidence on the tenant by registered mail on May 18, 2022, and provided a tracking number in support, as noted on the cover page of this decision. The tenant testified she received the landlord's evidence, but that the package did not include the landlord's NDRP.

As the parties disagree on whether the landlord's package included the NDRP, and the landlord did not provide documentary proof that the NDRP was included in their package, I find the landlord did not serve their NDRP on the tenant. Therefore, I dismiss the landlord's application, with leave to reapply.

I find the landlord served her responsive evidence on the tenant in accordance with Rule 3.15 and section 89 of the Act.

Issues to be Decided

I note that section 55 of the Act requires an arbitrator to grant an order of possession if a tenant's application to dispute a notice to end a tenancy complies with section 52 and the arbitrator dismisses the tenant's application or upholds the landlord's notice. Therefore, the issues to be decided are:

- 1) Is the tenant entitled to an order cancelling the One Month Notice?
- 2) If not, is the landlord entitled to an order of possession?

Background and Evidence

The parties agreed on the following particulars of the tenancy. It began September 1, 1998; rent is \$1,055.00 a month, due on the first of the month; and the tenant paid a security deposit of \$312.50, which the landlord still holds.

A copy of the One Month Notice is submitted as evidence. The landlord testified they served the One Month Notice on the tenant by sending it to a pre-agreed email address

on February 11, 2022, and by posting it to the door on the same day. The tenant testified she received the One Month Notice by email on February 11, 2022.

The One Month Notice is signed and dated by the landlord, gives the address of the rental unit, states an effective date, states the grounds for ending the tenancy, and is in the approved form.

The landlord provided testimony regarding various aspects of the tenancy, including that the tenant had sought to prevent inspections of the unit, sublet the rental unit without the landlord's permission, advertised the unit online, profited from subletting the unit, and attempted to falsify financial records.

The tenant testified that she had not attempted to prevent the landlord conducting inspections, that she had verbal permission from the resident manager to have someone living in her suite for a time, and that the allegations that she had profited financially from subletting her unit and attempted to falsify financial records came from an unreliable source she had met only via an online chat group.

Analysis

Based on the testimony of those present, I find the landlord served the tenant the One Month Notice on February 11, 2022, in accordance with section 88 of the Act, and that the tenant received it on the same day.

As it is signed and dated by the landlord, gives the address of the rental unit, states the effective date, states the reason for the notice, and is in the approved form, I find the One Month Notice meets the form and content requirements of section 52 of the Act.

The One Month Notice was received by the tenant on February 11, 2022. Therefore, in accordance with section 47(4) of the Act, the deadline to dispute it was 10 days later: February 21, 2022. As that date was a statutory holiday, in accordance with the Rules of Procedure, the tenant had until February 22, 2022 to submit her application to dispute the Notice. However, the tenant submitted her application on February 24, 2022. Therefore, in accordance with section 47(5) of the Act, the tenant is conclusively presumed to have accepted that the tenancy ended on March 31, 2022, the effective date of the Notice, and the Landlord is entitled to an order of possession.

As the tenant still resides in the rental unit, I order that in accordance with section 68(2)(a) of the Act, the tenancy ended on the date of the hearing, July 19, 2022.

Conclusion

The tenant's application is dismissed.

The landlord is granted an order of possession which will be effective at 1:00 p.m. on July 31, 2022.

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: July 21, 2022

Residential Tenancy Branch