



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "**Act**") for an order of possession for cause pursuant to section 55.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:43 am in order to enable the tenant to call into the hearing scheduled to start at 9:30 am. Two agents of the landlord (JL and EC) attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, and to make submissions. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Dispute Resolution Proceeding. I used the teleconference system to confirm that the landlord's agents and I were the only ones who had called into the hearing.

EC testified that she personally served the tenant with the notice of dispute resolution package on June 30, 2022 and the supporting documentary evidence on July 25, 2022. I find that the tenant was served with these documents in accordance with section 88 and 89 of the Act.

The tenant did not provide any documentary evidence in response to this application.

Issues to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

While I have considered the documentary evidence and the testimony of the landlord's agents, not all details of their submissions and arguments are reproduced here. The relevant and important aspects of their claims and my findings are set out below.

The parties entered into a written tenancy agreement on November 14, 2019. Monthly rent is \$1,000, payable on the first of each month, but the tenant receives a subsidy on the rent, so is only responsible for paying a portion of this amount. The tenant paid the landlord a security deposit of \$500, which the landlord continues to hold in trust for the tenant.

EC testified that an agent of the landlord served the tenant with a one month notice to end tenancy for cause (the “**Notice**”) on April 22, 2022 in person. The landlord submitted a proof of service form (#RTB -34) which was signed by the agent and witnessed by another agent. it specified an effective date of May 31, 2022.

The tenant did not dispute the Notice at the Residential Tenancy Branch (the “**RTB**”) or move out on the effective date listed.

Analysis

Sections 47(4) and (5) of the Act state:

Landlord's notice: cause

(4) A tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.

(5) 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

- (a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and
- (b) must vacate the rental unit by that date.

Based on the EC’s testimony and the Notice, I find that the tenant was served with the Notice on April 22, 2022. The tenant did not file an application to dispute the notice within 10 days (or at all). The Notice meets the form and content requirements of section 52 of the Act.

Therefore, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice (May 31, 2022), and must vacate the unit. As this has not occurred, I find that the landlord is entitled to an order of possession.

At the hearing, JL stated that the landlord would like the order of possession to be effective on August 15, 2022. I so order.

The landlord must comply with the Act as it relates to the handling of the tenant’s security deposit.

Conclusion

Pursuant to section 55 of the Act, I order that the tenant deliver vacant possession of the rental unit to the landlord by August 15, 2022 at 1:00 pm.

I order the landlord to serve a copy of this decision and the attached order on the tenant as soon as possible after receiving it from the RTB.

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: August 9, 2022

Residential Tenancy Branch