



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with the landlord's application pursuant to section 55 of the *Residential Tenancy Act* (the *Act*) for an Order of Possession.

The tenant did not attend this hearing which lasted approximately 15 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The corporate landlord was represented by its agents who were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. Agent TL (the "landlord") primarily spoke for the landlord.

The landlord testified that they served the tenant with the hearing package by registered mail sent on May 27, 2022. The landlord provided a valid Canada Post tracking number as evidence of service. Based on the undisputed evidence I find the tenant deemed served with the hearing package on June 1, 2022 in accordance with sections 88, 89 and 90 of the *Act*. I note that pursuant to Policy Guideline 12 the refusal of a party to accept mail or fail to pick it up does not override the deeming provisions of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Background and Evidence

The landlord gave undisputed evidence on the following facts. This periodic tenancy began on June 1, 2021. Monthly rent is \$546.00 payable on the first of each month. The rental unit is a suite in a multi-unit building with 124 affordable housing units for families. The tenancy agreement contains a clause regarding pets on the property.

The landlord submits that the tenant breached the pet clause of the tenancy agreement by having a large unregistered dog in the rental unit that has attacked and injured other dogs on the premises. The landlord issued a warning letter dated April 8, 2022 identifying the breach and informing the tenant to correct the breach or a notice to end tenancy would be issued.

The tenant failed to correct the breach and the landlord issued a 1 Month Notice dated April 22, 2022. The reason provided on the notice for the tenancy to end is that there has been a breach of a material term of the tenancy agreement that was not corrected. The landlord served the 1 Month Notice on the tenant by registered mail sent on April 22, 2022. The landlord submitted a valid Canada Post tracking receipt as evidence of service.

The landlord is not aware of the tenant filing an application to dispute the 1 Month Notice. The landlord testified that the tenant continues to be in breach of the tenancy agreement by keeping an unregistered large dog on the premises and they have received multiple complaints from neighbors regarding physical attacks by the dog.

Analysis

Section 47(4) of the *Act* provides that upon receipt of a notice to end tenancy for cause, the tenant may, within 10 days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch.

I find that the tenant is deemed served with the 1 Month Notice on April 27, 2022, five days after mailing, in accordance with sections 88 and 90 of the *Act*. I find that the tenant failed to file an application for dispute resolution within 10 days of April 27, 2022, the timeline granted under section 47(4). Accordingly, I find that the tenant is conclusively presumed under section 47(5) of the *Act* to have accepted that the tenancy ends on the effective date of the 1 Month Notice, May 31, 2022.

I find that the landlord's 1 Month Notice meets the form and content requirements of section 52 of the *Act* as it is in the approved form and clearly identifies the parties, the address of the rental unit, the effective date of the notice and the reasons for ending the tenancy.

I am satisfied with the evidence of the landlord that there has been a breach of a material term which was indicated to the tenant in a warning letter and the tenant failed to correct the breach within a reasonable timeframe or at all. I accept the landlord's evidence that the tenant has continued their conduct in breach of the tenancy agreement prohibition on unregistered and dangerous pets giving rise to a basis for the tenancy to end.

Therefore, in accordance section 55 of the *Act*, I find that the landlord is entitled to an Order of Possession. As the effective date of the 1 Month Notice has passed, I issue an Order enforceable 2 days after service on the tenant.

Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenants**. Should the tenant or any occupant on the premises 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 20, 2022

Residential Tenancy Branch