



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAMELE'AWT QWEESOME HOUSING
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPC

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 for Cause.

The Agent for the Landlord stated that on June 02, 2022 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch on May 17, 2022 were sent to each Tenant, via registered mail. The Landlord submitted Canada Post documentation that corroborates this statement.

The Agent for the Landlord stated that the aforementioned documents were returned to the Landlord by Canada Post. The Agent for the Landlord stated that those documents were then posted on the door of the rental unit on June 30, 2022. The Tenants acknowledged receipt of those documents and the evidence was accepted as evidence for these proceedings.

On July 05, 2022 the Landlord submitted additional evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was posted to the door of the rental unit on July 11, 2022. The Tenants acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

On September 1, 2022 the Landlord submitted additional evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was posted to

the door of the rental unit on September 07, 2022. The Tenants acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each party affirmed that they would provide the truth, the whole truth, and nothing but the truth at these proceedings.

All documentary evidence accepted as evidence for these proceedings has been reviewed, although it is only referenced in this decision if it is directly relevant to my decision.

Issue(s) to be Decided

Is the Landlord is entitled to an Order of Possession?

Background and Evidence

The Landlord and the Tenant agree that:

- rent for this tenancy by the first day of each month; and
- on December 01, 2022, a One Month Notice to End Tenancy for Cause, dated December 01, 2022, was personally served to the female Tenant.

The One Month Notice to End Tenancy for Cause, which was submitted in evidence, declares that the rental unit must be vacated by January 31, 2022. The parties agree the rental unit has not been vacated.

The One Month Notice to End Tenancy for Cause declares that the tenancy is ending because the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord, the tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful interest of another occupant or the landlord and the tenant or a person permitted on the property by the tenant has put the Landlord's property at significant risk.

The Agent for the Landlord stated that the One Month Notice to End Tenancy for Cause was served because of items being stored in the Tenants' parking space in a manner that contravenes the rules. The male Tenant stated that the item in their parking space is primarily empty boxes.

The One Month Notice to End Tenancy for Cause declares that the Tenants must move out of the rental unit by the date set out on the front page of the Notice if they do not dispute the Notice within ten days of receiving it. The Tenants acknowledge that they did not dispute the One Month Notice to End Tenancy for Cause.

Analysis

On the basis of the undisputed evidence, I find that female Tenant received the aforementioned One Month Notice to End Tenancy for Cause on December 01, 2021. I therefore find that the Tenants were properly served with notice of the Landlord's intent to end the tenancy pursuant to section 47 of the *Act*.

Section 47(5) of the *Act* stipulates that tenants are conclusively presumed to have accepted that the tenancy ends on the effective date of a notice received pursuant to section 47 of the *Act* and that the tenants must vacate the rental unit by that date unless the tenants dispute the notice within ten days of receiving it. As the evidence shows that the Tenants did not file an application to dispute the One Month Notice to End Tenancy for Cause, I find that the Tenants are conclusively presumed to have accepted that the tenancy was ending on January 31, 2022, pursuant to section 47(5) of the *Act*.

As the Tenants are conclusively presumed to have accepted that the tenancy was ending on January 31, 2022, pursuant to section 47(5) of the *Act*, I find that the Tenants must vacate the rental unit and I grant the Landlord an Order of Possession. At the request of the Landlord, the Order of Possession will be effective on October 31, 2022.

Conclusion

I grant the Landlord an Order of Possession that is effective on **October 31, 2022**. This Order may be served on the Tenants, 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: September 27, 2022

Residential Tenancy Branch