



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 458349 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with a landlord's application for an Order of Possession based on a One Month Notice to End Tenancy for Cause ("1 Month Notice").

The landlord's property manager appeared for the hearing and was affirmed. There was no appearance on part of the tenant. Since the tenant did not attend, I explored service of the hearing materials upon the tenant.

The property manager testified that the proceeding package, and another copy of the 1 Month Notice, was posted on the rental unit door on August 18, 2022. As proof of service, the landlord provided a signed Proof of Service document that was signed by the property manager and a witness. The landlord served additional evidence to the tenant by posting it to the rental unit door on December 2 or 3, 2022.

I was satisfied the tenant was duly served with notification of this proceeding in a manner that complies with section 89(2) of the Act and I continued to hear from the landlord without the tenant present.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Background and Evidence

The landlord's property manager testified that the tenant originally moved in, with his spouse, in 2017. The tenant's spouse moved out and a new tenancy agreement was executed with the tenant for a tenancy set to begin on January 1, 2021. The landlord's property manager testified that a security deposit of \$475.00 was transferred from the

former tenancy agreement to the most recent tenancy agreement and rent of \$950.00 is payable on the first day of every month.

The landlord posted the subject 1 Month Notice on the rental unit door on June 14, 2022. The property manager and tenant had a discussion about the eviction notice but the tenant did not file an Application for Dispute Resolution to dispute it. Nor, has the tenant vacated the rental unit.

The 1 Month Notice submitted into evidence is in the approved form and is duly completed, including a stated effective date of August 1, 2022, reasons for ending the tenancy, and the signature of the property manager.

The landlord acknowledged that the tenant's mother has been sending rent cheques to the landlord, which the landlord has deposited, while awaiting the outcome of this proceeding.

In recognition that the landlord has received rent for the month of December 2022, the landlord is agreeable to an Order of Possession effective on December 31, 2022.

As documentary evidence for this proceeding, the landlord provided a copy of the tenancy agreement, 1 Month Notice and signed Proof of Service for service of the 1 Month Notice and the proceeding package, and evidence in support of issuance of the 1 Month Notice.

Analysis

Section 55(2) of the Act provides the circumstances where a landlord may apply for an Order of Possession. This application is being made under section 55(2)(b), which provides:

(2)A landlord may request an order of possession of a rental unit in any of the following circumstances by making an application for dispute resolution:

(b)a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired;

Upon review of the unopposed evidence before me, I am satisfied the landlord served the tenant with a 1 Month Notice that meets the form and content requirements of section 52 of the Act and I was duly served upon the tenant by posting the 1 Month Notice to the rental unit door on June 14, 2022.

Having posted the 1 Month Notice to the door on June 14, 2022, the tenant is deemed to have received it three days later, on June 17, 2022 in keeping with section 90 of the Act.

Under section 47(5) of the Act, a tenant in receipt of a 1 Month Notice has 10 days to file an Application for Dispute Resolution to dispute the 1 Month Notice. Otherwise, the tenant is conclusively presumed to have accepted the tenancy will end and must vacate the rental unit by the effective date.

The tenant did not file an Application for Dispute Resolution to dispute the 1 Month Notice and the time to do so has long passed. As such, I find the tenancy has ended pursuant to the 1 Month Notice, and the landlord is entitled to regain possession of the rental unit.

With this decision, I provide the landlord with an Order of Possession effective at 1:00 p.m. on December 31, 2022.

Conclusion

The landlord is provided an Order of Possession effective at 1:00 p.m. on December 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: December 16, 2022

Residential Tenancy Branch