



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Code OPC

Introduction

The Landlord filed an Application for Dispute Resolution (the “Application”) on September 27, 2022 seeking an order of possession for the rental unit. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on February 10, 2023. In the conference call hearing, I explained the process and provided the attending party the opportunity to ask questions.

Preliminary Matter – notification to the Respondent Tenant

To proceed with this hearing, I must be satisfied that the Landlord made reasonable attempts to serve the Tenant with this Notice of Dispute Resolution Proceeding. This means the Landlord must provide proof that they served the document in a verified manner allowed under s. 89 of the *Act*, and I must accept that evidence.

In the hearing, the Landlord stated they served the Notice of Dispute Resolution Proceeding to the Tenant in person to the Tenant. This was on October 10, 2022, by a senior manager, after receiving the Notice of Dispute Resolution Proceeding from the Residential Tenancy Branch on October 7. The Landlord described other discussion with the Tenant in which they alluded to the upcoming hearing, stating they were looking forward to the opportunity to speak to issues concerning this tenancy.

I accept the Landlord’s evidence that they served the Notice, including their evidence, to the Tenant in person. I find the Tenant mentioned the hearing in passing to the Landlord, thereby acknowledging it was upcoming. This mode of service sufficient for the purposes of the *Act*. Based on the submissions of the Landlord, I accept they served notice of this hearing and their evidence in a manner complying with s. 89(2)(a) of the *Act*. The hearing proceeded in the Tenant’s absence.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession for cause pursuant to s. 55 of the Act?

Background and Evidence

The Landlord verified the terms of the agreement, as indicated on their Application for this hearing. The tenancy started on August 1, 2016. The agreement shows that the Tenant paid \$375 per month as rent.

The Landlord submitted as evidence a copy of the One-Month Notice to End Tenancy for Cause (the "One Month Notice") dated September 8, 2022. The reasons for the issuance of the document are: the tenant interfered/disturbed others; the tenant seriously jeopardized the health/safety of others; and put the landlord's property at significant risk. The One Month Notice provides that the tenant had ten days from the date of service to apply for Dispute Resolution or the tenancy would end on the stated effective vacant date of August 31, 2022.

The Landlord verified the copy they attached to the Tenant's door on September 8, 2022 was signed. They referred to a time-stamped photo of the document attached to the rental unit door, showing the time stamp of 11:44am, for a signed document.

The Landlord provided a Proof of Service of the Notice to End Tenancy they provided in their evidence, showing a witness observed the transaction on September 8.

As of the date of the hearing, the Landlord advised the Tenant is remains occupying the rental unit.

The Tenant did not attend the hearing. There is no documentary evidence from the Tenant submitted to respond to the reasons for the issuance of the One Month Notice.

Analysis

The *Act* s. 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if, among other things, one or more of the listed conditions in that section applies.

Following this, s. 47(4) allows a tenant who receives a notice to end tenancy 10 days to submit an Application for Dispute Resolution to cancel the notice. Then, s. 47(5) stipulates that if a tenant fails to apply within 10 days, they are conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and they must vacate the rental unit.

I have reviewed the One-Month Notice, and I find it complies with the form and content requirements of s. 52 of the *Act*. I find that the Tenant did not dispute the Notice pursuant to s. 47(4), within ten days of September 11, 2022, accounting for three days' deemed service as per s. 90(c). Because the Tenant did not apply to dispute the One-Month Notice within the required timeframe, I find that the Tenant here is conclusively presumed to have accepted that the tenancy has ended in accordance with s. 47(5).

I grant the Landlord's request for an Order of Possession under s. 55 of the *Act*.

Conclusion

I grant an Order of Possession to the Landlord effective **TWO DAYS after service of this Order** on the Tenant. Should the Tenant 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 s. 9.1(1) of the *Act*.

Dated: February 10, 2023

Residential Tenancy Branch