



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPC, FFL

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 and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on November 04, 2022 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch in October and November of 2022 were sent to the rental unit, via registered mail. The Landlord submitted Canada Post documentation that corroborates this statement. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing. As the documents were properly served to the Tenant, the hearing proceeded in the absence of the Tenant and the evidence was accepted as evidence for these proceedings.

The Agent for the Landlord was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The Agent for the Landlord affirmed that she would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The Agent for the Landlord was advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. She affirmed she would not record any portion of these proceedings.

Issue(s) to be Decided

Is the Landlord is entitled to an Order of Possession?

Background and Evidence

The Agent for the Landlord stated that:

- this tenancy began on June 01, 2012;
- rent is due by the first day of each month;
- a One Month Notice to End Tenancy for Cause was served to the Tenant on September 13, 2022 by posting it on the door of the rental unit;
- the One Month Notice to End Tenancy for Cause declares that the rental unit must be vacated by October 31, 2022;
- 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 seriously jeopardized the health or safety or lawful interest of another occupant or the landlord; the Tenant or a person permitted on the property by the Tenant has put the Landlord's property at significant risk; and the Tenant has breached a material term of the tenancy that was not corrected within a reasonable time;
- the primary reason the One Month Notice to End Tenancy for Cause was served because neighbours are complaining of a strong odor in the unit;
- the Tenant has not remedied the issue with the odor; and
- the Tenant has not moved out of the unit.

The One Month Notice to End Tenancy for Cause declares that the Tenant 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.

Analysis

On the basis of the undisputed evidence, I find that on September 13, 2022 a One Month Notice to End Tenancy for Cause was posted on the Tenant's door, which required the Tenant to vacate the rental unit by October 31, 2022. I find that this served as proper notice that the tenancy was ending pursuant to sections 47(d) and 47(h) of the *Residential Tenancy Act (Act)*.

On the basis of the undisputed evidence, I find that the One Month Notice to End Tenancy for Cause was served because the odor in the unit was disturbing other occupants of the residential complex, which is grounds serve notice to end the tenancy pursuant to section 47(d) 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. There is no evidence that the Tenant filed an application to dispute the One Month Notice to End Tenancy for Cause and I therefore find that the Tenant accepted that the tenancy was ending on October 31, 2022, pursuant to section 47(5) of the *Act*.

I find that the Application for Dispute Resolution has merit and that the Landlord is entitled to compensation for the fee paid to file the Application.

Conclusion

I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$100.00, in compensation for the fee paid to file this Application for Dispute Resolution. I grant the Landlord a monetary Order for \$100.00. In the event the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court 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: February 28, 2023

Residential Tenancy Branch