



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PACIFIC QUORUM PROPERTIES  
INC. 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 February 10, 2023, the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch in February of 2023 were sent to the Tenant, via registered mail, at the rental unit. 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 evidence was accepted as evidence for these proceedings and the hearing proceeded in the absence of the Tenant.

On March 01, 2023 the Landlord submitted a rent receipt to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was personally served to the Tenant on March 01, 2023. In the absence of evidence to the contrary, I find that this receipt was served to the Tenant and it was accepted as evidence for these proceedings.

On March 06, 2023 the Landlord submitted a rent receipt to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was personally served to the Tenant on March 06, 2023. In the absence of evidence to the contrary, I find that

this receipt was served to the Tenant and it was accepted as evidence for these proceedings.

On April 03, 2023 the Landlord submitted a rent receipt to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was personally served to the Tenant on April 03, 2023. In the absence of evidence to the contrary, I find that this receipt was served to the Tenant and it was accepted as evidence for these proceedings.

On May 01, 2023 the Landlord submitted a rent receipt to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was personally served to the Tenant on May 01, 2023. In the absence of evidence to the contrary, I find that this receipt was served to the Tenant and it 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. He affirmed that he would provide the truth, the whole truth, and nothing but the truth at these proceedings. He affirmed that he would not record any portion of the 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, 2015;
- rent is due by the first day of each month;
- on January 26, 2023 he placed a One Month Notice to End Tenancy for Cause in the Tenant's mailbox, which declared that she must vacate the unit by February 28, 2023;
- the One Month Notice to End Tenancy for Cause declares that the tenancy is ending because the rent has been repeatedly late, the or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord, and the tenant has breached a material term of the tenancy;
- the Tenant is still living in the rental unit; and

- the rent was late on four occasions in the twelve months prior to January 26, 2023, when the One Month Notice to End Tenancy for Cause was served.

### Analysis

On the basis of the undisputed evidence, I find that the Tenant was served with a One Month Notice to End Tenancy for Cause, pursuant to section 47 of the *Act*, which required the Tenant to vacate the rental unit prior on, or before, February 28, 2023.

On the basis of the undisputed evidence, I find that the One Month Notice to End Tenancy for Cause clearly informed the Tenant that the Landlord wished to end the tenancy, in part, pursuant to section 47(1)(b) of the *Act*. (Repeatedly late paying rent)

On the basis of the undisputed evidence, I find that the rent was late on four occasions in the twelve months prior to January 26, 2023, when the One Month Notice to End Tenancy for Cause was served. I find this is grounds to end the tenancy pursuant to section 47(1)(b) 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 tenant disputes the notice within ten days of receiving it. As there is no evidence that the Tenant filed an application to dispute the Notice to End Tenancy, I find that the Tenant accepted that the tenancy was ending on February 28, 2023, pursuant to section 47(5) of the *Act*.

As the Tenant accepted that the tenancy ended and the Tenant has not yet vacated the unit, I grant the Landlord an Order of Possession, as requested.

I find that the Application for Dispute Resolution has merit and that the Landlord is entitled to compensation for filing this Application for Dispute Resolution.

### 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.

I grant the Landlord a monetary Order of \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. In the event the Tenant fails to 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: June 04, 2023

---

Residential Tenancy Branch