



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Folded Hills Farms
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FFL

Introduction

The landlord filed an Application for Dispute Resolution (the “Application”) on January 23, 2021 seeking an order of possession for the rental unit, and recovery of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on March 19, 2021. In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

The landlord gave the tenant notice of this dispute resolution hearing in person on January 25, 2021. They provided a document entitled ‘Proof of Service’ to show this. This document was signed by a witness to that transaction, at the rental unit. From this account I am satisfied the tenant had proper notice of this participatory hearing. In the hearing, the landlord specified that this package contained their prepared evidence.

The tenant did provide documentary evidence for this hearing and did not attend to give testimony.

Issue(s) to be Decided

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

Is the landlord entitled to reimbursement of the Application filing fee pursuant to s. 72 of the *Act*?

Background and Evidence

I have reviewed all evidence and written submissions before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this section.

The landlord submitted a copy of the residential tenancy agreement which the parties signed on April 1, 2020. The rent amount shown on the agreement is \$375. The landlord provided that the understanding in place with the tenant was that the total amount of rent was \$750, for which this tenant was entirely responsible. With other parties living in the rental unit, the tenant's own portion was \$375.

The landlord submitted as evidence a copy of the One Month Notice to End Tenancy for Cause (the "One Month Notice") dated November 30, 2020. The reasons for the issuance of the document are the tenant was repeatedly late paying rent; allowed an unreasonable number of people in the unit; interference/unreasonable disturbance; extraordinary damage; and assignment or sublet without permission. In the hearing and on their Application, the landlord briefly described actions of the tenant that constitute reasons for their issuance of the One-Month Notice.

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 January 1, 2021. The landlord served the document by attaching the document to the rental unit door on November 30, 2020. A 'Proof of Service' document was in the landlord's evidence attesting to this service.

The landlord described how any communication with the tenant was laced with hostility, yelling and even physical contact. In the hearing, the landlord provided that the tenant did not move forward to contest the issuance of the One Month Notice formally. At the time of the hearing, the tenant remained in the rental unit.

Analysis

The *Act* s. 47 allows a landlord to end a tenancy by giving notice to end the tenancy if, among other things, one or more of the conditions therein 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 Notice, and I find it complies with the form and content requirements of s. 52 of the *Act*. I find that the tenants did not dispute the Notice within ten days of its deemed

service, pursuant to s. 47(4). I find that the tenant is conclusively presumed to have accepted that the tenancy has ended in accordance with s. 47(5).

I find the landlord has the authority to issue the Notice under s. 47 of the *Act*. I grant the landlord's request for an Order of Possession under s. 55 of the *Act*.

In a separate monetary order, I grant the \$100 Application filing fee to the landlord because they were successful in their Application.

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.

I order the tenant to pay the landlord the amount of \$100 for the Application filing fee. I grant the landlord a monetary order for this amount. This monetary order may be filed in the Provincial Court (Small Claims) 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 s. 9.1(1) of the *Act*.

Dated: March 19, 2021

Residential Tenancy Branch