



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      OPC, OPN

### Introduction

This hearing was convened as a result of the landlord's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act). The landlord applied for an order of possession of the rental unit pursuant to a One Month Notice to End Tenancy for Cause (Notice/1 Month Notice) served to the tenant and an order of possession of the rental unit based upon the tenant's written notice to vacate.

The landlord's representatives (agents) attended the telephone conference call hearing; the tenant did not attend or file written evidence for the hearing.

The agent submitted that the tenant was personally served the landlord's application for dispute resolution, evidence, and notice of hearing (NODPR) on February 13, 2023. The agent submitted that there were two witnesses to the delivery.

Based upon the submissions of the agent, I find the tenant was served notice of this hearing and the landlord's application in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenants' absence.

During the hearing the agent was given the opportunity to provide submissions and refer to evidence. A summary of the submissions and evidence is provided below and includes only that which is relevant to the proceedings.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

### Preliminary and Procedural Matters-

The landlord's claim for an order of possession based on the tenant's written notice was not considered as their evidence shows that the tenant did not provide written notice.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession of the rental unit as a result of the Notice?

### Background and Evidence

The written tenancy agreement filed in evidence showed a tenancy start date of July 1, 2022, for a monthly rent of \$1000.

The agent submitted that the tenant was served the 1 Month Notice by attaching it to the tenant's door on October 15, 2022. The Notice was dated October 15, 2022, and listed an effective move out date of November 13, 2022. Filed in evidence was a copy of the Notice.

The causes listed on the 1 Month Notice are:

1. Tenant has allowed an unreasonable number of occupants in the rental unit.
2. Tenant is repeatedly late paying rent.
3. Tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.
4. Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The agent provided further information in the Details of Causes section of the Notice, including that the tenant has been repeatedly late in paying rent. The agent submitted that the tenant made late rent payments many times, including August, September, October, and November 2022.

### Analysis

After reviewing the relevant evidence, I provide the following findings, based upon a balance of probabilities:

I find the landlord submitted sufficient evidence to substantiate that the tenant was served with the Notice as declared by the landlord on October 15, 2022, by attaching it to the tenant's door, which listed an effective move-out date of November 14, 2022.

The Notice served on the tenant sets out that the tenant had ten (10) days to file an application for dispute resolution in dispute of the Notice. It also sets out that if the tenant did not file such an application within ten days, then the tenant is conclusively presumed to have accepted the end of the tenancy and must vacate the rental unit by the effective date of the Notice, in this case, the corrected, effective date is November 30, 2022.

I have no evidence before me that the tenant filed an application for dispute resolution to dispute the Notice.

I find the tenant is conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the corrected effective date of the Notice, or November 30, 2022.

I have reviewed the Notice and find it was completed in accordance with section 47 of the Act and was on the approved form with content meeting the statutory requirements under section 52 the Act.

I have reviewed the landlord's undisputed evidence and find they had sufficient cause to end the tenancy based upon at least one of the reasons listed.

I therefore **order** the tenancy ended on November 30, 2022.

I find the landlord is entitled to and I **grant an order of possession of the rental unit (Order)**, pursuant to section 55(2)(b) of the Act, effective two days after service of the order upon the tenant.

The tenant must be served the Order to be enforceable. If the tenant fails to voluntarily comply by vacating the rental unit immediately, the Order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court if it becomes necessary.

The tenant is cautioned that costs of such enforcement, **such as bailiff costs and filing fees**, are recoverable from the tenant.

Conclusion

The tenancy was ordered ended on November 30, 2022.

The landlord is granted an order of possession of the rental unit effective two days after service on the tenant.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: May 26, 2023

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Residential Tenancy Branch