



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPC, FF

Introduction

This matter dealt with an application by the Landlord for an Order of Possession and to recover the filing fee for this proceeding.

Issue(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?

Background and Evidence

This tenancy started sometime prior to February 2010. Rent is \$800.00 per month payable in advance on the 1st day of each month. The Parties agree that on February 14, 2011, the Landlord attended the Tenant's residence and handed a One Month Notice to End Tenancy for Cause dated February 14, 2011 to the Tenant's minor son who immediately handed it to the Tenant who was also present at that time. The grounds stated on the Notice were as follows:

- The Tenant is repeatedly late paying rent;
- The Tenant or a person permitted on the property by the Tenant has:
 - Seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and
 - Put the Landlord's property at significant risk.

Analysis

Section 47(4) of the Act says that if a Tenant who receives a One Month Notice to end Tenancy for Cause does not apply for dispute resolution to dispute the Notice within 10 days, they will be conclusively presumed under s. 47(5) of the Act to have accepted that the tenancy will end on the effective date of the Notice and they must move out of the rental unit on that day.

Section 88 of the Act says that a Landlord may serve a document on a Tenant by serving an *adult* who apparently resides with the Tenant. Although the Landlord handed

the One Month Notice to the Tenant's minor son, the Tenant admitted that she was home at the time the Notice was delivered and that she received the Notice from her child. Consequently, I find pursuant to s. 71 of the Act that the Tenant was sufficiently served with the One Month Notice for the purposes of the Act.

I also find that the Tenant did not apply for dispute resolution to dispute the One Month Notice. Although the Tenant said she was unaware that she could apply for dispute resolution to dispute the Notice, she admitted that she received both pages of the Notice. Page 2 of the Notice contains information which advises Tenants about their right to dispute a Notice and the consequences of not doing so (as set out above). Consequently, I find that the Tenant is conclusively presumed under s. 47(5) of the Act to have accepted that the tenancy will end on the effective date of the Notice and as a result, I find that the Landlord is entitled pursuant to s. 55(2)(b) of the Act to an Order of Possession to take effect at 1:00 p.m. on March 31, 2010.

As the Landlord has been successful in this matter, I also find that he is entitled pursuant to s. 72 of the Act to recover from the Tenant the \$50.00 filing fee for this proceeding.

Conclusion

An Order of Possession to take effect at 1:00 p.m. on March 31, 2011 and a Monetary Order in the amount of \$50.00 have been issued to the Landlord. A copy of the Orders must be served on the Tenant; the Order of Possession may be enforced in the Supreme Court of British Columbia and the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: March 14, 2011.

Residential Tenancy Branch