



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking to end the tenancy and receive an order of possession based on a one month Notice to End Tenancy issued for cause, and to recover the \$50.00 filing fee for the Application.

The Landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified that the Tenants were served with the Notice of Hearing and her Application by registered mail, sent on March 19, 2012. Under the Act, registered mail is deemed served five days after mailing. Despite this the Tenants did not appear at the hearing. I note that refusal or neglect to receive registered mail is not a ground for review under the Act. I find the Tenants have been duly served in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Is the Landlord entitled to end the tenancy and receive an order of possession?

### Background and Evidence

The Landlord testified she served the Tenants with a one month Notice to End Tenancy three times. On February 9, 2012, she personally served the female Tenant. On February 11, 2011, she personally served the male Tenant. On February 17, 2012, she personally served the male Tenant once again, as he apparently claimed the Landlord did not serve him on the 11<sup>th</sup>.

The one month Notice to End Tenancy for cause indicated that the Tenants had been repeatedly late paying rent. The Landlord provided evidence and testimony that the Tenants had been late paying rent in August and October of 2011, and in February and March of 2012. According to the Landlord, the Tenants had an option to purchase the rental unit property, but breached that agreement.

There is no evidence before me that the Tenants applied to dispute the one month Notice to End Tenancy.

### Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find that the Tenants failed to dispute the one month Notice to End Tenancy and have paid their rent late on more than three occasions in the past while.

By failing to dispute the one month Notice to End Tenancy, the Tenants are conclusively presumed to have accepted the end of the tenancy, under section 47(5) of the Act. Furthermore, I find that the Tenants have been repeatedly late paying their rent, by failing to pay it on time in four instances in the last eight months.

For these reasons, I find the Landlord is entitled to end the tenancy and I grant an order of possession, effective on two days service. This order may be filed and enforced in the Supreme Court of British Columbia.

I also find the Landlord is entitled to recover the filing fee for the Application of \$50.00, and I grant her a monetary order for that amount. This order is enforceable in the Provincial Court.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: April 10, 2012.

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Residential Tenancy Branch