



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

OPC, MNDC

### Introduction

The hearing was scheduled in response to the an Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession for Cause and for a monetary Order for money owed or compensation for damage or loss.

The Landlord stated that the Application for Dispute Resolution, the Notice of Hearing, and documents the Landlord wishes to rely upon as evidence were served to each Tenant, via registered mail, at the rental unit on August 23, 2013. Canada Post documentation was submitted that corroborates this testimony. 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 neither Tenant appeared at the hearing.

The Landlord was advised that the application for a monetary Order was being refused, pursuant to section 59(5)(a) of the *Residential Tenancy Act (Act)*, because the Application for Dispute Resolution did not provide sufficient particulars of the claim, as is required by section 59(2)(b) of the *Act*. In reaching this conclusion, I was strongly influenced by the absence of any explanation of why the Landlord is claiming compensation, either on the Application for Dispute Resolution or in the documents submitted as evidence. Although at the hearing the Landlord stated that the claim was for unpaid rent, I find that proceeding with the Landlord's claim for unpaid rent at this hearing would be prejudicial to the Tenant, as the absence of particulars made it difficult, if not impossible, for the Tenant to adequately prepare a response to the claim. The Landlord retains the right to file another Application for Dispute Resolution in which she claims compensation for unpaid rent.

### Issue(s) to be Decided

Is the Landlord is entitled to an Order of Possession for Cause, pursuant to section 55 of the *Act*?

### Background and Evidence

The Landlord stated that this tenancy began on March 01, 2013; that on June 30, 2013 she personally served the male Tenant with a One Month Notice to End Tenancy for Cause; that the Tenant is still occupying the rental unit; and that no rent has been paid for August or September of 2013.

The One Month Notice to End Tenancy for Cause, which was submitted in evidence, declared that the Tenant must vacate the rental unit by July 31, 2013 and that the Tenant must move out of the rental unit by the date if they do not dispute the Notice within ten days of receiving it. I have no evidence that the Tenants disputed the Notice to End Tenancy.

### Analysis

On the basis of the undisputed evidence, I find that on June 30, 2013 the male Tenant was personally served with a One Month Notice to End Tenancy, served pursuant to section 47 of the *Act*, which required the Tenant to vacate the rental unit by July 31, 2013.

Section 47(5) of the *Act* stipulates that a tenant is 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 tenant 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 July 31, 2013, pursuant to section 47(5) of the *Act*. I therefore find that the Landlord is entitled to an Order of Possession.

### 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.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: October 01, 2013