



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SANFORD HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking remedy under the *Residential Tenancy Act* (the "*Act*"), seeking an order of possession based on an undisputed 1 Month Notice to End Tenancy for Cause (the "1 Month Notice").

Two agents for the landlord (the "agents") attended the hearing. As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") and Application for Dispute Resolution (the "Application") were considered. Agent "GB" testified that the Notice of Hearing and Application was served on the tenant by registered mail on April 10, 2014. A tracking number was provided in evidence and agent "GB" stated that the name and address on the registered mail package matched the name of the tenant, the rental unit address, and that the tenant continues to occupy the rental unit. Based on the above, I accept that the tenant was deemed served with the Notice of Hearing and Application on April 15, 2014, in accordance with section 90 of the *Act*.

The agents stated that the landlord's documentary evidence was served on May 13, 2014, by registered mail to the tenant at the rental unit address. A tracking number was submitted in evidence. Based on the above, I accept that the tenant was deemed served with the landlord's documentary evidence as of May 18, 2014, in accordance with section 90 of the *Act*.

Issue to be Decided

- Is the landlord entitled to an order of possession under the *Act*?

Background and Evidence

A copy of the tenancy agreement and the 1 Month Notice was submitted in evidence. A fixed term tenancy began on May 28, 2013 and reverted to a month to month tenancy after October 31, 2013. Monthly rent in the amount of \$1,200.00 is due on the first day of each month. A security deposit of \$300.00 was paid by the tenant at the start of the tenancy.

The agents stated that the 1 Month Notice dated and signed by agent “GB” on February 26, 2014 was served by agent “GB” on February 26, 2014 personally on the tenant at the rental unit at 3:00 p.m. Agent “KK” testified that she witnessed agent “GB” serve the tenant on that date and time. The agents stated that the tenant did not dispute the 1 Month Notice. The effective vacancy date listed on the 1 Month Notice was March 31, 2014.

Analysis

Based on the documentary evidence and the undisputed testimony provided during the hearing, and on the balance of probabilities, I find the following.

Order of possession – I accept the undisputed testimony of the agents that the tenant was served the 1 Month Notice on February 26, 2014 and did not dispute the 1 Month Notice with an effective vacancy date of March 31, 2014. Pursuant to section 47(5) of the *Act* I find the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the 1 Month Notice, which was March 31, 2014, which has passed. As a result, and taking into account that the tenant continues to occupy the rental unit, I grant the landlord an order of possession **effective two (2) days after service on the tenant**. This order must be served on the tenant and may be enforced in the Supreme Court of British Columbia.

Conclusion

The landlord has been granted an order of possession effective two (2) days after service on the tenant. This order must be served on the tenant and may be enforced in the Supreme Court of British Columbia.

This decision is final and binding on the parties, unless 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: May 29, 2014

Residential Tenancy Branch

