



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CYCLONE HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution wherein the Landlord sought an Order for Possession and recover the filing fee.

Only the Landlord's agent and property manager, M.Y. (hereinafter referred to as the "Landlord") appeared. The Landlord gave affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions to me.

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.

As the Tenants did not attend, service of the Notice of Dispute Resolution Hearing and the Landlord's Application for Dispute Resolution (collectively referred to as the "Application Materials") was considered. The Landlord testified that the Tenants were individually served by registered mail on October 23, 2014. The tracking numbers for both registered mail packages was provided by the Landlord. Section 90 of the Act provides that documents served in this manner are deemed served five days later, namely October 28, 2014; accordingly, I find that the Tenants were served as of that date.

Issues to be Decided

Have the Tenants breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession?

Background and Evidence

The Landlord provided a copy of the Residential Tenancy Agreement in evidence. Although it was erroneously noted as signed in 2013, the Landlord testified that it was in fact signed in 2012; further, all the dates on the document suggest it was indeed signed in 2012. The tenancy began December 20, 2012. The monthly rent was 745.00 The Tenant paid a security deposit in the amount of \$372.50 on December 20, 2012.

The Landlord issued the Notice to End Tenancy for Cause on August 29, 2014 (the "Notice"). The Reasons cited for issuing the Notice were as follows:

The Tenants:

- are repeatedly late paying rent;
- have significantly interfered with or unreasonably disturbed another occupant or the landlord;
- have seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
- have put the landlord's property at significant risk;
- have engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord; and
- have not done required repairs of damage to the unit/site.

The Notice was served on the Tenants by attaching to the Rental Unit door on August 26, 2014. A Proof of Service of the Notice was filed in evidence. Pursuant to section 90, documents served in this manner are deemed served three days later; namely August 29, 2014.

The Notice informed the Tenants that they had 10 days in which to dispute the Notice by filing an application for dispute resolution. The Tenants did not dispute the Notice.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenants did not apply to dispute the Notice and are therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the Landlord is entitled to an Order of Possession effective **two days** after service on the Tenants. This Order may be filed in the Supreme Court and enforced as an order of that Court.

As the Landlord was successful, I grant the Landlord's request to recover the \$50.00 filing fee. The Landlord may deduct this amount from the Tenant's security deposit pursuant to section 38(1)(d) of the Act.

Conclusion

The Tenants failed to dispute the Notice. The Tenants are presumed under the law to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy.

The Landlord is granted an Order of Possession.

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: November 28, 2014

Residential Tenancy Branch

