



# 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, FF

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an Order of Possession for cause and to recover the filing fee from the tenant for the cost of the application.

An agent for the landlord society attended the hearing and gave affirmed testimony. However, despite being served with the Landlord Application for Dispute Resolution, notice of hearing and evidentiary material of the landlord by registered mail on November 24, 2014, no one for the tenant attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the landlord's agent. The landlord's agent testified that the documents were served on that date and in that manner and has provided a copy of the Canada Post documentation showing that date, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidentiary material as well as the testimony of the landlord's agent is considered in this Decision.

### Issue(s) to be Decided

- Is the landlord entitled under the *Residential Tenancy Act* to an Order of Possession for cause?

### Background and Evidence

The landlord's agent testified that this fixed term tenancy began on June 19, 2013 which expired on November 30, 2013 and then reverted to a month-to-month tenancy. The tenant still resides in the rental unit. Rent is subsidized, and the tenant's portion is \$385.00 per month payable in advance on the 1<sup>st</sup> day of each month, and there are no

rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$300.00 which is still held in trust by the landlord and no pet damage deposit was collected.

The landlord's agent further testified that the landlord conducts regular inspections to the 147 rental units within the rental complex. The rental complex is about 1 ½ years old. During a recent inspection, the landlord's agents found extensive damage to the rental unit and photographs have been provided. They show that wiring has been removed from the walls, doors and walls have been removed, holes exist in walls and doors, and other damages.

The landlord's agent served the tenant with a 1 Month Notice to End Tenancy for Cause on August 28, 2014 by posting a copy to the door of the rental unit on that date. A copy of the notice has been provided, as well as a Proof of Service document containing a signature of a witness showing that the landlord's agent served the notice on that date and in that manner. The notice is dated August 28, 2014 and contains an effective date of vacancy of September 31, 2014, which the landlord's agent testified is an obvious error. The reasons for issuing the notice are:

- 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
- Tenant has caused extraordinary damage to the unit/site or property/park.

The landlord has not been served with an application for dispute resolution by the tenant disputing the notice.

The landlord seeks an Order of Possession and to recover the filing fee.

### Analysis

The *Residential Tenancy Act* states that if a tenant does not dispute a 1 Month Notice to End Tenancy for Cause within 10 days of service, or deemed service, the tenant is conclusively presumed to have accepted the end of the tenancy. I accept the testimony of the landlord's agent and the evidentiary material, and I am satisfied that the tenant was served with the notice on August 28, 2014, which is deemed to be served on August 31, 2014. I find that the notice is in the approved form and contains information required under the *Act*.

The *Act* also states that incorrect effective dates contained in such a notice are changed to the nearest date that complies with the *Act*, which I find is September 30, 2014. The

tenant did not dispute the notice, and therefore the landlord is entitled to an Order of Possession on 2 days notice to the tenant.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$50.00 filing fee.

### Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord on 2 days notice to the tenant.

I further grant a monetary order in favour of the landlord as against the tenant pursuant to Sections 67 and 72 of the *Residential Tenancy Act* in the amount of \$50.00 as recovery of the filing fee.

These orders are final and binding and may be enforced.

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: December 18, 2014

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Residential Tenancy Branch

