



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession based on cause.

Only the Landlord's agent, S.C., appeared at the hearing. She gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified she served the Tenants with the Notice of Hearing and their Application on January 6, 2015 by registered mail. Under the Act documents served this way are deemed served five days later; accordingly, I find the Tenant was duly served as of January 11, 2015.

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.

Issues to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession?

Background and Evidence

The Landlord testified as to the terms of the tenancy as follows: the tenancy began October 1, 2008. Monthly rent was originally payable in the amount of \$586.00 and in the amount of \$741.00 at the time of the hearing.

Introduced in evidence were letters from the Landlord to the Tenants regarding their behaviour on September 14, 2014 which resulted in police attendance. In the letter, the Landlord alleges the Tenants assaulted another occupant and a guest of the rental building. The warning letter indicates this was not the first time the police had attended the rental building due to the Tenant's behaviour.

The Landlord issued a 1 Month Notice to End Tenancy for Cause on November 26, 2014 (the "Notice"). Based on the testimony of S.C., I find that the Tenants were served with the Notice on November 26, 2014 by posting to the rental unit door. Section 90 of the Act provides that documents served in this manner are deemed served three days later. Accordingly, I find that the Tenants were served with the Notice as of November 29, 2014.

The Notice explains the Tenants have five days from the date of service to dispute the Notice by filing an Application for Dispute Resolution, namely December 4, 2014.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find that 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 Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The Tenant did not file to dispute the Notice to End Tenancy. The Tenant is 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: January 27, 2015

Residential Tenancy Branch

