



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This hearing was scheduled to convene at 9:00 a.m. this date by way of conference call concerning an application made by the landlord for an Order of Possession for cause.

One of the named landlords attended the hearing accompanied by an agent who gave affirmed testimony. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call during that time. The landlords' agent testified that the tenant was served with the Landlord Application for Dispute Resolution and notice of this hearing by registered mail on November 20, 2015 and has provided a copy of a Canada Post cash register receipt bearing that date as well as a Registered Domestic Customer Receipt stamped by Canada Post and addressed to the tenant. I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

Are the landlords entitled under the *Residential Tenancy Act* to an Order of Possession for cause?

Background and Evidence

The landlords' agent testified that this month-to-month tenancy began on March 9, 2015 and the tenant still resides in the rental unit. Rent in the amount of \$2,000.00 per month is payable on the 1st day of each month. At the outset of the tenancy the landlords collected a security deposit from the tenant in the amount of \$1,000.00 which is still held in trust by the landlords, and no pet damage deposit was collected.

One of the landlords served the tenant with a 1 Month Notice to End Tenancy for Cause on September 4, 2015 by handing it to a person who apparently resides with the tenant. A copy of the notice has been provided and it is dated September 4, 2015 and contains an

effective date of vacancy of October 3, 2015. The reason for issuing the notice states: "Tenant knowingly gave false information to prospective tenant or purchaser of the rental unit/site or property/park." The tenant is running a boarding house or recovery home without the landlords' authorization and the City has sent letters to the landlords indicating that neighbours are complaining. The landlords' first language is not English, and the landlords checked the wrong box on the notice due to inexperience reading English. Also provided is a Proof of Service document which states that the landlord served the notice on September 4, 2015 and is witnessed by another person and signed by the person who received it from the landlord.

The tenant has not served the landlords with an application for dispute resolution disputing the notice, and the tenant is now in arrears of rent for the month of January, 2016 in the amount of \$2,000.00.

The landlords seek an Order of Possession.

Analysis

The *Residential Tenancy Act* states that once a tenant is served with a 1 Month Notice to End Tenancy for Cause, the tenant has 10 days to dispute the notice. If the tenant fails to do so, the tenant is conclusively presumed to have accepted the end of the tenancy and must move out of the rental unit.

I have reviewed the notice and the Proof of Service document provided by the landlords, and I am satisfied, in the absence of any evidence to the contrary, that the notice was served personally to a person who apparently resides with the tenant in the rental unit. The notice is in the approved form and contains information required by the *Act*. The landlords have not been served with an application for dispute resolution by the tenant disputing the notice and I have no such application before me, and therefore, I find that the tenant is conclusively presumed to have accepted the end of the tenancy and the landlords are entitled under the *Act* to an Order of Possession on 2 days notice to the tenant.

Since the landlords have been successful with the application, the landlords are also entitled to recovery of the \$50.00 filing fee. I order the landlords to keep \$50.00 of the \$1,000.00 security deposit as recovery.

Conclusion

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

I hereby order the landlords to keep \$50.00 of the \$1,000.00 security deposit as recovery of the filing fee.

This order is 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: January 13, 2016

Residential Tenancy Branch

