



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Mandarin Investments Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an Order of Possession for cause.

An agent for the landlord company attended the hearing, gave affirmed testimony, and provided evidentiary material in advance of the hearing. However, despite being served with the Landlord Application for Dispute Resolution and notice of this hearing by registered mail on March 31, 2016, no one for the tenant attended the call. 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 tenant was served on that date and in that manner and has provided a copy of a Canada Post cash register receipt bearing that date, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

### 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 month-to-month tenancy began in January, 2011 and the tenant still resides in the rental unit. The parties signed a new tenancy agreement on July 1, 2015, a copy of which has been provided. Rent in the amount of \$700.00 per month is payable on the 1<sup>st</sup> day of each month. At the outset of the tenancy in 2011 the landlord collected a security deposit from the tenant in the amount

of \$350.00 which is still held in trust by the landlord, and no pet damage deposit was collected.

The landlord's agent further testified that he personally served the tenant with a 1 Month Notice to End Tenancy for Cause on January 13, 2016 with a witness present. A copy of the notice has been provided and it is dated January 13, 2016 and contains an effective date of vacancy of February 15, 2016. The landlord's agent testified that he realized after service that the effective date ought to have read February 29, 2016. The reasons for issuing the notice are:

- Tenant or a person permitted on the property by the tenant has:
  - significantly interfered with or unreasonably disturbed another occupant or the landlord;
  - seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
  - put the landlord's property at significant risk.

The landlord has also provided a Proof of Service document that confirms service, which is signed by the landlord's agent, the witness and the tenant. The tenant has not paid rent since the issuance of the notice, and is currently in arrears of rent the sum of \$2,100.00 for March, April and May, 2016.

The landlord's agent also testified that he had cause to issue the notice, the tenant has not served the landlord with an application for dispute resolution disputing the notice, and the landlord seeks an Order of Possession.

### Analysis

The *Residential Tenancy Act* specifies that once a tenant is served with a 1 Month Notice to End Tenancy for Cause, the tenant has 10 days to dispute it by filing an application for dispute resolution and serving the landlord. If the tenant fails to do so, the tenant is conclusively presumed to have accepted the end of the tenancy.

In this case, I have reviewed the 1 Month Notice to End Tenancy for Cause, and I find that it is in the approved form and contains information required by the *Act*. The *Act* also specifies that incorrect effective dates contained in a notice to end a tenancy are changed to the nearest date that complies with the legislation, which I find is February 29, 2016. The landlord's agent testified that the tenant has not served the landlord with an application for dispute resolution disputing the notice, and I have no such application before me. Therefore, I find that the tenant is conclusively presumed to have accepted the end of the tenancy, and the landlord is entitled under the *Act* to an Order of

Possession. Since the effective date of vacancy has already passed, I grant the Order of Possession effective 2 days after service on the tenant.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$100.00 filing fee, and I grant a monetary order in that amount as against the tenant.

The landlord has not made an application for monetary compensation for unpaid rent for March, April and May, and I decline to make any such orders. The landlord is at liberty to make such an application and serve the tenant in accordance with the *Residential Tenancy Act*.

### 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 Section 67 of the *Residential Tenancy Act* in the amount of \$100.00.

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: May 04, 2016

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Residential Tenancy Branch