



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 127 SOCIETY FOR HOUSING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, dated March 31, 2016 (the "Application"). Pursuant to the *Residential Tenancy Act* (the "Act"), the Landlord seeks an order of possession, and a monetary order granting recovery of the filing fee.

The Landlord was represented at the hearing by R.N. and J.G. The Tenant attended at the hearing on his own behalf. All parties in attendance provided their solemn affirmation. Both parties were given the opportunity to provide evidence orally and in documentary form. A summary of the parties' evidence is provided below.

No issues were raised with the respect to receipt of the documentary evidence submitted.

Issues to be Decided

1. Is the Landlord entitled to an order of possession?
2. Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

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.

The Landlord has submitted into evidence a copy of a tenancy agreement between the parties, dated April 16, 2008 (the "Agreement"). The Agreement describes a month-to-month tenancy that commenced on May 16, 2008. According to written submissions

provided by the Landlord, rent in the amount of \$727.00 is payable on the first of each month, although this amount is subsidized in part by BC Housing. The Tenant paid a security deposit at the beginning of the tenancy in the amount of \$373.00, although no claim is being made against it.

The Landlord says the Tenant was served with a 1 Month Notice to End Tenancy for Cause on February 23, 2015 (the "1 Month Notice"). The 1 Month Notice was served in person by R.N., and by registered mail. A copy of the Canada Post registered mail receipt was included in the Landlord's documentary evidence.

The Tenant continues to occupy the rental unit but has not paid rent.

Analysis

Based on the documentary evidence and oral testimony provided, and on the balance of probabilities, I find the following:

Section 47 of the Act describes the obligations of landlords and tenants when ending a tenancy for cause. The notice to end tenancy must comply with section 52 of the Act. I find that the 1 Month Notice complies with section 52 of the Act, and that it was duly served on the Tenant in person on February 23, 2016.

A tenant may dispute a notice to end tenancy for cause by making an application for dispute resolution within 10 days after receiving the notice. If a tenant fails to do so, section 47(5) of the Act creates the conclusive presumption that the tenant has accepted the tenancy ends on the effective date of the notice and must vacate the rental unit on that date.

The Tenant has not filed an application for dispute resolution. Neither has he vacated the rental unit. Accordingly, I find the Tenant is conclusively presumed to have accepted the tenancy ended on the effective date of the notice.

The Landlord has requested an order of possession. In light of the above, and pursuant to section 55 of the Act, I find the Landlord is entitled to an order of possession, which will be effective two days after service on the Tenant.

The Landlord is successful in this Application and is entitled to recovery of the \$100.00 filing fee. Pursuant to section 67 of the Act, I find the Landlord is entitled to a monetary order in the amount of \$100.00.

Conclusion

As the Tenant did not commence dispute resolution proceedings within 10 days after receipt of the 1 Month Notice, he is conclusively presumed to have accepted the end of the tenancy. This is explained on the 1 Month Notice itself. I grant the Landlord an order of possession, which will be effective two days after service on the Tenant. The order of possession may be filed in the Supreme Court and may be enforced as an order of that Court.

As the Landlord has been successful, I grant the Landlord a monetary order in the amount of \$100.00. This monetary order may be filed in the Provincial Court (Small Claims) and may be enforced as an order of that Court. Alternately, the Landlord may withhold \$100.00 from the security deposit held in satisfaction of this claim, in which case the order is satisfied and does not need to 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 05, 2016

Residential Tenancy Branch