



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 956 Main Street Holdings Ltd.  
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 seeking an Order of Possession for cause and for a monetary order for recovery of the filing fee for the cost of the application.

An agent and a witness for the landlord attended the hearing, and the landlord's agent gave affirmed testimony. A Legal Advocate attended the hearing with an assistant Legal Advocate expecting the tenant to appear. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the tenant did not attend. The Legal Advocate indicated that she had no instructions from the tenant to attend this hearing as his agent.

The landlord's agent testified that the tenant was served with the Landlord Application for Dispute Resolution and notice of this hearing by registered mail on June 24, 2016 and has provided a Registered Domestic Customer Receipt stamped by Canada Post bearing that date, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence provided has been reviewed and 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 the landlord purchased the rental building about 4 years ago and the tenant was a tenant at the time; the landlord's agent does not know when the tenant actually moved in, but believes he still resides in the rental unit. Rent in the amount of \$418.00 per month is payable in advance on the 1<sup>st</sup> day of each month

and there are no rental arrears. No security deposit or pet damage deposit was ever collected.

The landlord's agent further testified that on March 30, 2016 the landlord's agent and the property manager together went to the rental unit and posted a 1 Month Notice to End Tenancy for Cause to the door of the rental unit with tape. A copy has been provided and it is dated March 30, 2016 and contains an effective date of vacancy of May 31, 2016. The reasons for issuing the notice state:

- Tenant or a person permitted on the property by the tenant has:
  - significantly interfered with or unreasonably disturbed another occupant or the landlord;
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The tenant has not served the landlord with an Application for Dispute Resolution disputing the notice, and the landlord seeks an Order of Possession and a monetary order for recovery of the \$100.00 filing fee.

### Analysis

The *Residential Tenancy Act* states that once a tenant is served or deemed served with a 1 Month Notice to End Tenancy for Cause, the tenant has 10 days to dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch 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, the landlord's agent testified that the notice was served by posting it to the door of the rental unit on March 30, 2016, which I find is deemed to have been served 3 days later, or April 2, 2016. The tenant has not served the landlord with an application for dispute resolution 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 landlord is entitled to an Order of Possession.

Having found that the notice to end the tenancy is deemed to have been served on April 2, 2016, and because the landlord's agent testified that rent is payable on the 1<sup>st</sup> day of each month, the effective date of vacancy is changed to the nearest date that complies with the *Act*, being June 30, 2016. That date has passed, and therefore, I grant the 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 \$100.00 filing fee, and I grant a monetary order in favour of the landlord for that amount.

### 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.

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: August 03, 2016

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Residential Tenancy Branch

