



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

OPL, OPB, FF

### Introduction

The hearing was convened in response to an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on September 08, 2016 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord submitted with the Application were served to the Tenant at the rental unit, via registered mail. The Landlord submitted Canada Post documentation that corroborates this testimony. On the basis of the undisputed evidence I find that these documents were served to the Tenant in accordance with section 89 of the *Residential Tenancy Act (Act)*, and the hearing proceeded in the absence of the Tenant.

### Issue(s) to be Decided

Is the Landlord is entitled to an Order of Possession?

### Background and Evidence

The Agent for the Landlord stated that:

- this tenancy began on May 20, 2015;
- the Tenant agreed to pay rent by the first day of each month;
- on July 08, 2016 he posted a One Month Notice to End Tenancy for Cause on the door of the rental unit;
- on July 08, 2016 he sent a copy of the One Month Notice to End Tenancy for Cause to the Tenant, via registered mail;
- he has no knowledge of the Tenant disputing the Notice to End Tenancy; and
- the Tenant is still living in the rental unit.

The One Month Notice to End Tenancy for Cause that was submitted in evidence, Dated July 08, 2016, declares that the Tenant must vacate the rental unit by August 31, 2016.

### Analysis

On the basis of the undisputed evidence I find that the Tenant was served with a One Month Notice to End Tenancy for Cause, served pursuant to section 47 of the *Act*, by posting it on the door of the rental unit and by mail on July 08, 2016.

Section 47(5) of the *Act* stipulates that a tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of a notice received pursuant to section 47 of the *Act* and that the tenant must vacate the rental unit by that date unless the tenant disputes the notice within ten days of receiving it. As there is no evidence that the Tenant filed an application to dispute the One Month Notice to End Tenancy for Cause, I find that the Tenant accepted that the tenancy was ending on August 31, 2016, pursuant to section 47(5) of the *Act*.

I find that the Application for Dispute resolution has merit and that the Landlord has the right to recover the fee paid to file this Application.

### Conclusion

I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlord has established a monetary claim of \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for \$100.00. In the event the Tenant does not voluntarily comply with this Order it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: October 27, 2016

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Residential Tenancy Branch