



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Atira Property Management Inc.
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 to recover the filing fee from the tenant for the cost of the application.

An agent for the landlord attended the hearing with a witness. The landlord's agent gave affirmed testimony but the witness did not testify and did not participate in the hearing. 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 attended the call. The landlord's agent testified that the Landlord's Application for Dispute Resolution and notice of this hearing were served to the tenant by posting them to the door of the rental unit on January 9, 2017 as well as by sending them registered mail to the tenant the same day.

The *Residential Tenancy Act* permits service of an application for dispute resolution by posting the hearing package to the door of a rental unit if the landlord is seeking an Order of Possession, which is the case in this matter. Therefore, I find 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 on August 1, 2016 and the tenant still resides in the rental unit. Rent in the amount of \$375.00 per month is payable on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the

amount of \$187.50 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a single room occupancy supported by BC Housing. A copy of the tenancy agreement has not been provided.

The landlord's agent further testified that on December 6, 2016 the landlord's agent served the tenant with a 1 Month Notice to End Tenancy for Cause. A copy has been provided which shows an effective date of vacancy of January 31, 2017, but it is not dated or signed by a landlord. The landlord's agent testified that the copy provided to the tenant was signed by the landlord's agent, dated December 6, 2016 and it was served on that date by the landlord's agent who posted it to the door of the rental unit. A Proof of Service document has also been provided confirming that testimony, which is signed by the landlord's agent and a witness.

The reasons for issuing it state:

- 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.

The landlord has not been served with an application for dispute resolution by the tenant disputing the notice.

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 it by filing and serving the landlord with an application for dispute resolution. If the tenant fails to do so, the tenant is conclusively presumed to have accepted the end of the tenancy. In this case, the tenant has not served the landlord with an application disputing the notice, and I have no such application before me. I accept the testimony of the landlord's agent that the copy served on the tenant contained the signature of the landlord's agent and the date of December 6, 2016. I also accept the undisputed testimony of the landlord's agent that the notice was served on December 6, 2016 by posting it to the door of the rental unit, which is deemed to have been served 3 days later, or December 9, 2016. The tenant has not disputed the notice 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, which I grant 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 effective on 2 days notice to the tenant.

I hereby 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: January 31, 2017

Residential Tenancy Branch