



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for cause pursuant to section 55;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on May 5, 2017. The landlord provided the Canada Post Customer Receipt Tracking number as confirmation of service which is reflected on the cover page of this decision. The landlord also stated that using the Canada Post Customer Receipt Tracking number, it was discovered that the tenant signed in receipt of the package on May 8, 2017. I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served as per sections 88 and 89 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession for cause?

Is the landlord entitled to a monetary order for recovery of the filing fee?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on July 1, 2016 on a fixed term tenancy ending on June 30, 2017 and then thereafter on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$850.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$425.00 and a pet damage deposit of \$425.00 were paid on June 16, 2016.

The landlord seeks an order of possession as a result of a 1 Month Notice issued for cause.

On March 28, 2017, the landlord served the tenant with the 1 Month Notice by posting it to the rental unit door. The 1 Month Notice sets out an effective end of tenancy date of April 30, 2017 and that it was being given as:

- the tenant or 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 landlord stated that the tenant still occupies the rental premises and has stated that he will not be vacating the rental unit. The landlord also stated that they are not aware of any application filed by the tenant to dispute the 1 Month Notice.

### Analysis

Section 47 of the Act permits a landlord to terminate a tenancy by issuing a 1 Month Notice in cases where a tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property and/or Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord has provided uncontested and affirmed testimony that the tenant was served with the 1 Month Notice by posting it to the rental unit door and that the tenant still occupies the rental unit and has not applied for dispute of the notice. Furthermore, and pursuant to subsection 47(5), the 1 Month Notice states that the tenants had ten days, from the date of service of that notice, to apply for dispute resolution or the tenant would be presumed to have accepted that the tenancy would end on the effective date of the 1 Month Notice. The tenants did not apply to dispute the 1 Month Notice within ten days from the date of service. For the reasons outlined above, I find that the 1

Month Notice is validly issued and will not consider the other reason for cause set out by the landlord in the 1 Month Notice. The landlord's application is granted.

The landlord having been successful is entitled to recovery of the \$100.00 filing fee.

Conclusion

The landlord's 1 Month Notice dated March 28, 2017 is upheld. The landlord is granted an order of possession. The landlord is granted a monetary order for \$100.00.

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: June 07, 2017

---

Residential Tenancy Branch