



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CITY OF VANCOUVER
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, O

Introduction

This hearing was convened by conference call in response to the Landlords' Application for Dispute Resolution (the "Application") filed on May 2, 2017 for an Order of Possession for cause, and for "Other" issues.

One of the Landlords appeared for the hearing and provided affirmed testimony as well as documentary evidence in advance of the hearing. However, there was no appearance for the Tenant despite the line being left open for ten minutes to allow the Tenant to appear. Therefore, I turned my mind to the service of documents by the Landlords.

The Landlord testified he served the Tenant with a copy of his Application and the Hearing Package to the Tenant by personal service on May 2, 2017. The Landlord testified that he also sent the Tenant a copy by registered mail but did not have the Canada Post evidence available to verify this method of service. The Landlord testified that a week after he had served the documents he met with the Tenant to go over the evidence package with him. Based on the undisputed evidence before me, I am satisfied that the Landlord affected service on the Tenant with notice of this hearing and the Application pursuant to Section 89(1) (a) of the *Residential Tenancy Act* (the "Act").

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Background and Evidence

The Landlord testified that this tenancy started on July 1, 2014 on a month-to-month basis. A written tenancy agreement was signed and rent for the unit is payable by the Tenant in the amount of \$375.00 on the first day of each month. The Landlord testified

that the Tenant paid a \$187.50 security deposit at the start of the tenancy which he still retains.

The Landlord testified that the Tenant was served with a One Month Notice to End Tenancy for Cause (the "Notice") on March 13, 2017. The Landlord testified that the Notice was served to the Tenant by posting it to the Tenant's door.

The Notice was provided into evidence and shows a vacancy date of April 14, 2017. The Landlord testified the Tenant has not disputed the Notice and is in rental arrears for this tenancy. Therefore the Landlord now requests an Order of Possession to end the tenancy and confirmed that this is the only matter to be dealt with in this hearing.

Analysis

I have examined the Notice and I find that it was completed with the correct information on the approved form as required by Sections 47(3) and 52 of the Act. I find that the Notice was served to the Tenant by posting it to the rental unit door pursuant to Section 88(g) of the Act.

Section 90(c) of the Act allows for a document to be deemed served three days after it is attached to the door. Therefore, I find that the Tenant is deemed to have received the Notice on March 16, 2017. Pursuant to Sections 47(2) and 53 of the Act, I also correct the vacancy date on the Notice to April 30, 2017 to allow for a period of one clear rental month before the Notice becomes effective.

Section 47(4) of the Act allows a tenant to dispute a Notice by making an Application within ten days of receiving that Notice. There is no evidence before me to indicate the Tenant applied to dispute the Notice. Section 47(5) of the Act states that if a tenant fails to make an Application within ten days, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective vacancy date of the Notice and must vacate the rental unit by that date.

Therefore, as the Tenant failed to make an Application to dispute the Notice, the Tenant is presumed to have accepted the Notice and the tenancy must now end on the corrected vacancy date of the Notice. Therefore, the Landlord's request for an Order of Possession is granted.

As the Tenant continues to occupy the rental unit and is in rental arrears, the Landlord is entitled to an Order of Possession effective two days after service on the Tenant. This order must be served on the Tenant and may then be filed and enforced in the Supreme

Court of British Columbia as an order of that court. Copies of this order are attached to the Landlords' copy of this Decision. The Tenant may also be held liable for any enforcement costs incurred by the Landlord.

Conclusion

The Tenant did not dispute the Notice and still occupies the rental unit. Therefore, the Landlord is granted an Order of Possession effective two days after service on the Tenant.

This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: June 07, 2017

Residential Tenancy Branch