



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER EVICTION SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNDC, FF

Introduction

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

- an Order of Possession for cause pursuant to section 55; and
- recovery of the filing fees from the tenant.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The personal and corporate landlords were represented by their agent SA (the "landlord").

The landlord testified that the tenant was served with the 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") dated May 11, 2017, by registered mail sent on that date. While the tenant disputed receiving the 1 Month Notice the landlord provided a Canada Post tracking number as evidence of service. I find that pursuant to section 88 of the *Act*, the tenant was deemed served with the 1 Month Notice on May 16, 2017, five days after mailing to the tenant's address for service. .

The landlord testified that the landlord's application for dispute resolution (the "Application") dated June 5, 2017 was served on the tenant by registered mail on June 8, 2017. The landlord provided a Canada Post tracking number as evidence of service. I find that the tenant was deemed served with the landlord's Application in accordance with section 89 of the *Act* on June 13, 2017, five days after mailing.

Issue(s) to be Decided

Are the landlords entitled to an Order of Possession for cause?

Are the landlords entitled to recover the filing fees for this application from the tenant?

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 claims and my findings are set out below.

The parties agreed on the following facts. This is a month to month tenancy which began in May, 2014. The monthly rental amount is \$740.00. A security deposit of \$337.50 was paid by the tenant at the start of the tenancy and is still held by the landlords. The tenant continues to reside in the rental unit.

The tenant claimed confusion with the dispute resolution process. The tenant said that he did not receive the 1 Month Notice and was not notified by Canada Post of any attempted delivery. The tenant testified that he had not filed a response to the 1 Month Notice.

Analysis

Section 47 of the *Act* provides that upon receipt of a notice to end tenancy for cause the tenant must, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch or the tenancy ends on the effective date of the 1 Month Notice. I accept the evidence of the parties that the tenant has not filed an application for dispute resolution within the allotted time in response to the landlord's 1 Month Notice.

Accordingly, I find that the tenant is conclusively presumed under section 47(5) of the *Act* to have accepted that the tenancy will end on the effective date of the 1 Month Notice, June 30, 2017. I find that the 1 Month Notice complies with the form and content requirements of section 52 as it is signed and dated by the landlord, provides the address of the rental unit, the effective date of the notice, and the grounds for the tenancy to end. While the tenant testified that he did not receive the 1 Month Notice, I find that the landlord served it in a manner accepted by the *Act*, to the address of the tenant. Therefore, I find that the landlords are entitled to an Order of Possession pursuant to section 55. As the effective date of the notice has passed, I issue an Order of Possession effective two (2) days after service.

As the landlords' application was successful, the landlords are also entitled to recovery of the \$100.00 filing fee for the cost of this application.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlords to retain \$100.00 from the tenant's security deposit in satisfaction of the monetary award issued in the landlord's favour.

Conclusion

I grant an Order of Possession to the landlords effective **2 days after service on the tenant**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a monetary Order in the landlord's favour in the amount of \$100.00, which is to be implemented by the landlord's retention of this amount from the tenant's security deposit. I order that the value of the retained portion of the tenant's security deposit is decreased from \$337.50 to \$237.50.

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: July 24, 2017

Residential Tenancy Branch