



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPC FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held on February 1, 2018. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "*Act*"):

- an order of possession based on a One Month Notice to End Tenancy for Cause

Both parties attended the hearing and provided testimony. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

On the Landlord's application, he indicated there were two respondents (each from a different unit in the building). However, during the hearing, he clarified that the only tenant he is applying against in this hearing is J.P. (referred to as the Tenant, from unit #3). He mistakenly included the other tenant in the building who was having issues with J.P. I have amended the Landlord's application to reflect the fact that J.P. is the only Tenant being considered in this application.

Issue to be Decided

- Is the Landlord entitled to an order of possession under the *Act*?

Background, evidence, and analysis

The Landlord testified that he served the Tenant with a One Month Notice to End Tenancy for Cause (the Notice), by posting a copy to the door of the rental unit on September 22, 2017. The Tenant acknowledged receipt of this Notice but did not recall when. Pursuant to section 88 and

90 of the *Act*, I find the Tenant is deemed to have received this Notice on September 25, 2017, the third day after it was posted to the Tenant's door.

The Notice indicates multiple reasons for ending the tenancy, and includes a "details of cause" section to explain the specifics.

Section 47 of the *Act* permits a landlord to end a tenancy for cause. A tenant who receives a notice to end tenancy for cause has 10 days after receipt to dispute it by making an application for dispute resolution. Failure to dispute the notice to end tenancy for cause in this period results in the conclusive presumption that the tenant has accepted the end of the tenancy.

In this case, the Tenant is deemed to have received the Notice on September 25, 2017, and the Tenant had 10 days, until October 5, 2017, to dispute the notice, but did not do so. Accordingly, pursuant to section 47(5) of the *Act*, I find the Tenant is conclusively presumed to have accepted the end of the tenancy.

I note that the Tenant has not yet paid rent for February 2018. As such, I find the Landlord is entitled to an order of possession, which will be effective 2 days after it is served on the Tenant.

As the Landlord's application was successful, and pursuant to section 72 of the *Act* I grant the Landlord the recovery of the cost of the filing fee in the amount of **\$100.00**. I authorize the landlord to retain \$100.00 from the Tenant's \$350.00 security deposit (as laid out in the tenancy agreement) in full satisfaction of the recovery of the cost of the filing fee.

Conclusion

The Landlord is granted an order of possession effective **two days after service** on the Tenant. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be 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: February 01, 2018

Residential Tenancy Branch