



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, made on January 10, 2018 (the "Application"). The Landlord has applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession based on a notice to end tenancy for cause; and
- an order granting recovery of the filing fee.

The Landlord attended the hearing in person. The Tenant attended the hearing in person. Both parties provided a solemn affirmation at the beginning of the hearing.

The Landlord testified that the Tenant was served with the Application package in person on January 10, 2018. The Tenant acknowledged receipt on that date. I find the Application package was received by the Tenant on January 10, 2018.

The parties were given an 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.

Issues to be Decided

1. Is the Landlord entitled to an order of possession?
2. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

The Landlord testified the tenancy began more than five years ago. Currently, rent is due in the amount of \$550.00 per month. The Landlord acknowledged receipt of a security deposit from the Tenant. Although the Landlord estimated the security deposit paid by the Tenant to be roughly \$200.00, the Tenant suggested it was \$250.00.

The Landlord sought an order of possession based on an undisputed One Month Notice to End Tenancy for Cause, dated November 15, 2017 (the "One Month Notice"). The One Month Notice had an effective date of December 31, 2017. The Landlord confirmed the One Month Notice was served on the Tenant in person on November 15, 2017. The Tenant acknowledged receipt on that date.

Analysis

Based on the affirmed testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Section 47 of the *Act* permits a landlord to end a tenancy in the circumstances described therein. Upon receipt of a notice to end tenancy for cause, a tenant who wishes to dispute the notice must do so by filing an application for dispute resolution. Failure to dispute the notice to end tenancy for cause within 10 days after receipt results in the conclusive presumption the tenancy has accepted the end of the tenancy.

In this case, I find the Tenant received the One Month Notice on November 15, 2017. Accordingly, the Tenant had until November 25, 2017, to dispute the One Month Notice by filing an application for dispute resolution. He did not. As a result, and pursuant to section 47(5) of the *Act*, I find the Tenant is conclusively presumed to have accepted the tenancy ended on the effective date of the One Month Notice. I find the Landlord is entitled to an order of possession, which will be effective two (2) days after service on the Tenant. In addition, having been successful, I find the Landlord is entitled to recover the filing fee paid to make the Application, which I order may be retained from the security deposit held.

Conclusion

The Landlord is granted an order of possession, which will be effective two (2) days after service on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

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: March 5, 2018

Residential Tenancy Branch