



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Code          OPC

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on February 26, 2018 (the "Application"). The Landlord applied for an order of possession based on an undisputed One Month Notice to End Tenancy for Cause, dated February 26, 2018 (the "One Month Notice"), pursuant to the *Residential Tenancy Act* (the "Act").

The Landlord was represented at the hearing by B.S., legal counsel. The Tenant did not attend the hearing.

On behalf of the Landlord, B.S. confirmed the Landlord served the Tenant with the Application package, in person, with a witness present, on February 27, 2018. A portion of Proof of Service document confirming service in this manner was submitted. I find the Tenant was served with and received the Application package on February 27, 2018.

On behalf of the Landlord, B.S. was 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.

### Issue to be Decided

Is the Landlord entitled to an order of possession?

### Background and Evidence

A copy of the tenancy agreement between the parties was submitted into evidence by the Landlord. It confirmed the month-to-month tenancy began on November 1, 2017. Rent in the amount of \$2,250.00 per month is due on the first day of each month. The Tenant paid a security deposit of \$1,000.00, which is held by the Landlord. According to B.S., the Tenant did not pay the required pet damage deposit.

The Landlord sought an order of possession based on the undisputed One Month Notice. The One Month Notice had an effective date of March 30, 2018. B.S. advised the One Month Notice was served on the Tenant, in person, on February 26, 2018. A signed Proof of Service document confirming service in this manner was submitted into evidence.

On behalf of the Landlord, B.S. also stated that the parties discussed the issues between them before the One Month Notice was issued, and that the Tenant advised of his intention to dispute a notice to end tenancy if received. In addition, B.S. noted the Tenant did not attend the hearing despite having received the Application package on February 27, 2018, did not provide any evidence in response to the Application, and did not pay rent when due on March 1, 2018.

### 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 a 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, B.S. confirmed that the One Month Notice on the Tenant, in person, on February 26, 2018. Accordingly, the Tenant had until March 8, 2018, to dispute the One Month Notice. He did not.

Section 55(2) of the *Act* stipulates that a landlord may request an order of possession of a rental unit by making an application for dispute resolution if a notice to end the

tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution, and the time for the tenant to make that application has expired. In this case, the Tenant does not appear to have disputed the One Month Notice, which was served on the Tenant on February 26, 2018. Although the Tenant received the Application package on February 27, 2018, he did not attend the hearing to dispute the Landlord's claim. Neither did the Tenant submit any documentary evidence in advance of the hearing to dispute the Landlord's claim. Further, B.S. advised the Tenant previously advised the Landlord of his intention to dispute a notice to end tenancy, suggesting he was aware of his right and obligation to do so.

In light of the above, I find the Landlord is entitled to an order of possession, which will be effective on March 31, 2018, at 1:00 p.m. In addition, having been successful, I find the Landlord is entitled to recover the \$100.00 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 on March 31, 2018, at 1:00 p.m. 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 14, 2018

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Residential Tenancy Branch