



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PINNACLE INTERNATIONAL REALTY GROUP II
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC FF

Introduction

This hearing was convened in response to an application by the landlord under the *Residential Tenancy Act* (the Act) for an Order of Possession pursuant to a One month Notice for Cause. The landlord also seeks recovery of the filing fee from the tenant. The hearing was conducted by conference call.

The landlord's agent attended the hearing. Although the tenant was served in accordance with Section 89 of the Act with the application for dispute resolution and Notice of Hearing sent by registered mail the tenant did not call into the conference and did not participate in the hearing. The landlord testified they also sent the tenant all evidence submitted to this proceeding along with the Notice of Hearing package. The landlord provided proof of the registered mail service.

Issues(s) to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to recovery of the filing fee?

Background and Evidence

This tenancy began in March 2017. The payable monthly rent is due in advance on the 1st of the month. At the outset of the tenancy the landlord collected a security deposit which they retain in trust. On December 15, 2017 the tenant was personally served with

a One month Notice to End Tenancy for Cause pursuant to **Section 47(1)(b)**, for *repeated late payments of rent*, with an effective date of January 31, 2018. The landlord submitted a proof of service document stating the landlord's agent personally left the Notice to End with the tenant. The tenant did not file an application to dispute the Notice to End Tenancy. The tenant still resides in the unit. The landlord provided evidence that the tenant was late paying their rent the months of September, November and December 2017, and for which each of those months were also accompanied by 10 Day Notices to end for non-payment of rent, subsequently satisfied. The landlord requested that if the tenancy is ordered at an end they seek such an Order be effective at the end of the public school calendar.

Analysis

The full text of the Act, Regulation, and Residential Tenancy Policy Guidelines can be accessed via the RTB website: www.gov.bc.ca/landlordtenant

I find that **Residential Tenancy Policy Guideline 38: Repeated late payments of rent** states that 3 late payments of rent justifies a Notice to End pursuant to the Act.

Additionally, I find that **Section 47** of the Act provides that if a tenant does not apply to dispute a one Month Notice to End Tenancy for cause within 10 days after receiving it, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice and must vacate the rental unit by that date. The Notice to End Tenancy required the tenant to vacate the rental unit by January 31, 2018.

I find the landlord served the tenant with a 1 Month Notice to End with an effective date of January 31, 2018 and I find the Notice is in compliance with Section 52 of the Act.

Based on the evidence I find that the tenant was served in accordance with the Act with a valid Notice to End for repeated late payments of rent. The tenant did not and has not disputed the Notice in accordance with the Act and has not moved out of the unit. As a result, I find the Landlord is entitled to an Order of Possession for the effective date of

the Notice. As the landlord has been successful in their application they are entitled to recover the filing fee.

Conclusion

The landlord's application is granted.

I grant an Order of Possession to the Landlord **effective June 30, 2018**. The tenant must be served with this Order of Possession, If necessary, should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I Order that the landlord may retain **\$100.00** from the tenant's security deposit in satisfaction of the filing fee.

This Decision is final and binding.

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: April 09, 2018

Residential Tenancy Branch