



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRIGHTSIDE COMMUNITY HOMES FOUNDATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing was scheduled to convene at 11:00 a.m. this date by way of conference call concerning an application made by the landlord seeking an Order of Possession for cause.

An agent for the landlord attended the hearing and gave affirmed testimony. The landlord's agent was also accompanied by an observer who did not testify or take part in the hearing. However the line remained open while the phone system was monitored for in excess of 10 minutes prior to hearing any testimony and no one for the tenant joined the call. The landlord's agent testified that the tenant was served with notice of this hearing (the Hearing Package) by registered mail on May 8, 2018, which was returned to the landlord undelivered by Canada Post. The landlord's agent was permitted to send to me proof of such service after the hearing had concluded. I have now received a Canada Post cash register receipt bearing that date and a tracking number, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

Has the landlord established that the One Month Notice to End Tenancy for Cause was issued in accordance with the *Residential Tenancy Act*?

Background and Evidence

The landlord's agent testified that this month-to-month tenancy began on April 1, 2013. Rent in the amount of \$825.00 per month was originally payable under the tenancy agreement on the 1st day of each month, which was raised from time-to-time and was set

at \$848.00 per month effective January, 2016. The landlord collected a security deposit from the previous owner on behalf of the tenant in the amount of \$412.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is an apartment in a complex containing 46 units, and a copy of the tenancy agreement has been provided as evidence for this hearing.

The landlord's agent further testified that on April 10, 2018 the tenant was served with a One Month Notice to End Tenancy for Cause by registered mail, and the landlord has provided a Proof of Service document as well as a cash register receipt from Canada Post bearing that date. A copy of the Notice has also been provided as evidence for this hearing. It is dated April 10, 2018 and contains an effective date of vacancy of June 1, 2018. The reason for issuing it states: "Tenant is repeatedly late paying rent." The landlord's agent testified that the landlord had cause to issue the Notice, and the tenant has not paid any rent since it was issued and has not served the landlord with an Application for Dispute Resolution disputing it.

The landlord has also provided a copy of a letter dated May 31, 2018 from the tenant and the landlord's agent testified that it was received with one key to the rental unit. The letter indicates that the tenant has vacated the rental unit, however the landlord does not have a resident manager at the rental complex and has no way of verifying that the tenant has actually vacated. The landlord does not want to enter the rental unit without that verification or an Order of Possession.

Analysis

The *Residential Tenancy Act* states that if a tenant does not dispute a One Month Notice to End Tenancy for Cause (the Notice) within 10 days of service, or deemed service, the tenant is conclusively presumed to have accepted the end of the tenancy. In this case, the landlord has provided evidence of having served the Notice on April 10, 2018 by registered mail, which is deemed to have been served 5 days later, or April 15, 2018. The landlord's agent also testified that the landlord has not been served with an Application for Dispute Resolution by the tenant disputing the Notice, and I have no such application before me. I have reviewed the Notice, and I find that it is in the approved form and contains information required by the *Act*. I find that the tenant is conclusively presumed to have accepted the end of the tenancy, and the landlord is entitled to an Order of Possession. Since the effective date of vacancy has passed, I grant the Order of Possession effective on 2 days notice to the tenant.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenant.

This order is final and binding and may be enforced.

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: June 28, 2018

Residential Tenancy Branch