



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 43 HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC FFL

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for an Order of Possession for cause pursuant to section 55 and authorization to recover the filing fees from the tenant pursuant to section 72.

The tenant did not attend this hearing, which lasted 10 minutes. The corporate landlord was represented by its agents. The agent RM (the "landlord") primarily spoke on behalf of the landlord and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice"), dated March 21, 2018 was served on the tenant by registered mail sent on that date. The landlord submitted a Canada Post tracking number as evidence of service. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's 1 Month Notice on March 26, 2017, five days after mailing.

The landlord testified that the landlord's application for dispute resolution dated June 21, 2018 was served on the tenant by registered mail sent on June 22, 2018. The landlord provided a Canada Post tracking number as evidence of service. I find that the tenant was deemed served with the landlord's application in accordance with sections 89 and 90 of the *Act*, on June 27, 2018 five days after mailing.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession for cause?

Is the landlord entitled to recover the filing fee for their application from the tenant?

### Background and Evidence

The landlord provided undisputed testimony regarding the following facts. This month-to-month tenancy began in 1990. A security deposit of \$300.00 was paid at the start of the tenancy and is still held by the landlord.

The landlord testified that the tenant has breached material terms of the tenancy by failing to provide financial eligibility information for rental subsidies. The landlord said that they had issued the tenant a warning letter in writing providing them a reasonable period of time to remedy their breach. The landlord submitted into evidence the tenancy agreement and a copy of the warning letter to the tenant dated March 1, 2018.

### Analysis

The landlord provided undisputed evidence at this hearing, as the tenant did not attend.

Section 47 of the *Act* provides that upon receipt of a notice to end tenancy for cause, the tenant may, within 10 days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. I find that the tenant has failed to file an application for dispute resolution within the 10 days of service granted under section 47(4) of the *Act*. Accordingly, I find that the tenant is conclusively presumed under section 47(5) of the *Act* to have accepted that the tenancy ends on the corrected effective date of the 1 Month Notice, April 30, 2018.

I find that the landlord's 1 Month Notice meets the form and content requirements of section 52 of the *Act* as it is in the approved form and clearly identifies the parties, the address of the rental unit, the effective date of the notice and the reasons for ending the tenancy. Therefore, I find that the landlord is entitled to an Order of Possession pursuant to section 55 of the *Act*. As the effective date has passed I issue an Order of Possession effective two days after service.

As the landlord's application was successful the landlord is also permitted to recover the filing fee for this application.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain \$100.00 of the tenant's \$300.00 security deposit in full satisfaction of the monetary award issued in the landlord's favour.

### Conclusion

I grant an Order of Possession to the landlord effective **two days after service**. Should the tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord is authorized to deduct \$100.00 from the \$300.00 security deposit for this tenancy.

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: August 17, 2018

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Residential Tenancy Branch