



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPC, FFL

### Introduction

This teleconference hearing was scheduled in response to an application by the Landlord under the *Residential Tenancy Act* (the “Act”) for an Order of Possession based on a One Month Notice to End Tenancy for Cause (the “One Month Notice”), and for the recovery of the filing fee paid for this application.

The Landlord was present for the duration of the teleconference hearing, while no one called in for the Tenant during the approximately 10 minutes that the phone line remained open.

The Landlord provided affirmed testimony that the Notice of Dispute Resolution Proceeding package, along with copies of his evidence was sent to the Tenant by registered mail. The registered mail receipts with tracking numbers were submitted into evidence and confirm that the packages were claimed.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch 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

Is the Landlord entitled to an Order of Possession based on a One Month Notice to End Tenancy for Cause?

Should the Landlord be awarded the recovery of the filing fee paid for the Application for Dispute Resolution?

### Background and Evidence

The Landlord provided undisputed testimony regarding the tenancy. The tenancy began on August 1, 2016. Current monthly rent is \$1,050.00 and a security deposit of \$525.00 was paid at the outset of the tenancy. The tenancy agreement was submitted into evidence and confirms the details as stated by the Landlord.

The tenancy agreement lists two people as tenants, while the Landlord only named one on the Application for Dispute Resolution. The Landlord clarified that one of the Tenants notified him in February 2018 that they were moving out. As such, he named the one Tenant who still resides in the rental unit as the respondent on this application.

The Landlord stated that on July 20, 2018 he served the Tenant with a One Month Notice, with an effective end of tenancy date of August 31, 2018. The One Month Notice was submitted into evidence and states the following as the reason for ending the tenancy:

- Security or pet damage deposit was not paid within 30 days as required by the tenancy agreement.

The Landlord stated that the One Month Notice was sent to the Tenant by registered mail on July 20, 2018 and was confirmed as received on July 23, 2018. The Landlord testified that he has not received any notification that the Tenant applied to dispute the One Month Notice. The Landlord also stated that he received a text message from the Tenant confirming that they received the One Month Notice.

### Analysis

I refer to Section 47(4) of the *Act* which states that a tenant has 10 days in which to dispute a One Month Notice. I accept the testimony of the Landlord that the Tenant did not apply to dispute the One Month Notice within the time provided for under the *Act*.

Therefore, I find that Section 47(5) of the *Act* applies as follows:

- (5) If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant
  - (a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and
  - (b) must vacate the rental unit by that date.

As such, I find that the Tenant is conclusively presumed to have accepted that the tenancy ended on August 31, 2018, the effective end of tenancy date of the One Month Notice.

Upon review of the One Month Notice submitted into evidence, I find that it complies with Section 52 of the *Act*. Pursuant to Section 55(4) of the *Act*, I issue an Order of Possession to the Landlord, effective on October 31, 2018 at 1:00 pm.

As the Landlord was successful in his Application, I also award the recovery of the filing fee in the amount of \$100.00. Pursuant to Section 72 of the *Act*, the Landlord may retain \$100.00 from the security deposit in full satisfaction of the amount owed.

### Conclusion

I grant an Order of Possession to the Landlord effective **on October 31, 2018 at 1:00 pm**. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to Section 72 of the *Act*, the Landlord may retain \$100.00 from the security deposit as recovery of the filing fee paid for the Application for Dispute Resolution.

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: October 18, 2018

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Residential Tenancy Branch