



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PARSUM HOLDINGS
and [tenant name suppressed to protect privacy]

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.

Two agents for the Landlord (the “Landlord”) were present for the teleconference hearing and were affirmed to be truthful in their testimony. No one called in for the Tenants during the approximately 16-minute hearing. As the Tenants were not present, service of the Notice of Dispute Resolution Proceeding package (the “Notice of Hearing”) was addressed.

The Landlord provided affirmed testimony that the Notice of Hearing along with the Landlord’s evidence package was sent to both Tenants by registered mail on October 9, 2018. The registered mail tracking numbers were submitted into evidence and are included on the front page of this decision.

Entering the registered mail tracking numbers on the Canada Post website confirms that the packages were sent, but not claimed by the Tenants. As such, I find that the Notice of Hearing and the Landlord’s evidence package was duly served to the Tenants in accordance with Sections 88 and 89 of the *Act*. I note that failure to claim registered mail is not a ground for review under the *Act*.

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 on the tenancy. The tenancy began on November 1, 2016. Monthly rent was \$1,000.00 at the start of the tenancy and has increased to \$1,037.00. A security deposit of \$500.00 was paid at the outset of the tenancy.

A One Month Notice was served to the Tenants on August 16, 2018 by registered mail. The One Month Notice was submitted into evidence by the Landlord and states the following as the reasons for ending the tenancy:

- Tenant or a person permitted on the property by the tenant has:
 - Significantly interfered with or unreasonably disturbed another occupant or the landlord
- Tenant has caused extraordinary damage to the unit or property

The effective end of tenancy date of the One Month Notice was stated as September 30, 2018. The Landlord testified that they did not receive any notification of an application by the Tenants to dispute the One Month Notice.

The Landlord testified that the Tenants did not pay rent for October or November 2018. A 10 Day Notice to End Tenancy for Unpaid Rent, dated October 2, 2018, was submitted into evidence, along with a copy of a cheque for \$550.00 dated September 28, 2018 which was returned due to a stop payment.

Analysis

I refer to Section 47(4) of the *Act*, which states that a tenant has 10 days in which to make an application to dispute a One Month Notice. As I have no evidence before me

that the Tenants filed an Application for Dispute Resolution to dispute the One Month Notice, I accept the testimony of the Landlord that they did not dispute the notice.

Therefore, I find that Section 47(5) of the *Act* applies, and the Tenants are conclusively presumed to have accepted that the tenancy ended on the effective date of the One Month Notice.

Pursuant to Section 55(4) of the *Act*, I find that the Landlord is entitled to an Order of Possession. Therefore, I award the Landlord a two-day Order of Possession.

As the Landlord was successful in their application, they may retain \$100.00 from the security deposit as recovery of the filing fee, pursuant to Section 72 of the *Act*.

Conclusion

I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenants. Should the Tenants 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 of 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: November 09, 2018

Residential Tenancy Branch