



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: OPC, FFL

### **Introduction**

The Application for Dispute Resolution filed by the landlord seeks the following:

- a. An Order for Possession for cause
- b. An Order to recover the cost of the filing fee.

The tenant(s) failed to appear at the scheduled start of the hearing which was 9:30 a.m. on December 3, 2018. The landlord was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the tenant to call in. The tenant(s) failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The landlord was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at the hearing a decision has been reached. All of the evidence was carefully considered.

I find that the one month Notice to End Tenancy was personally on the Tenant(s) on September 3, 2018. Further I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was served on the Tenants by mailing, by registered mail to where they reside on October 26, 2018. With respect to each of the applicant's claims I find as follows:

### **Issue(s) to be Decided**

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to recover the cost of the filing fee?

### **Background and Evidence:**

The parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on September 1, 2016. The parties entered into a second one year fixed term that became month to month after that. The present rent is \$3000 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$1485 at the start of the tenancy. They subsequently paid a pet damage deposit of \$1500.

The tenant(s) have paid the rent late on 5 occasions including October 2017, January 2018, April 2018, July 2018 and September 2018. The rent for November was paid but the tenants failed to pay the rent for December.

The tenant(s) continue to reside in the rental unit. .

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. The landlord served a one month Notice to End Tenancy for cause on September 3, 2018. The Tenant(s) have not made an application to set aside the Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. One of the grounds in the one month Notice to End Tenancy was that the tenant are repeatedly late paying the rent. I determined the tenants have been late on 5 occasions which is sufficient grounds to end the tenancy. Accordingly, I granted the landlord an Order for Possession on 2 days notice.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Cost of Filing fee

The landlord has been successful with this application. As a result I ordered that the Tenants pay to the Landlord the cost of the filing fee in the sum of \$100 such sum may be deducted from the security deposit..

**This decision is final and binding on the parties.**

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: December 03, 2018

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Residential Tenancy Branch