



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held on December 11, 2018. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession based on a One Month Notice to End Tenancy for Cause (the Notice); and,
- to recover the filing fee from the tenant for the cost of this application.

The Landlord attended the hearing. However, the Tenant did not attend the hearing. The Landlord provided registered mail tracking information showing he mailed (to the rental unit) the Notice of Hearing and evidence to the Tenant on November 6, 2018. Pursuant to section 88 and 90 of the Act, the Tenant is deemed served with this package 5 days after it was mailed.

The Landlord was given a full opportunity to be heard, to present evidence and to make submissions. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The Landlord stated he just wanted an order of possession, and was not concerned with the filing fee. I have amended the Landlord's application accordingly.

Issue to be Decided

- Is the landlord entitled to an order of possession under the *Act*?

Background and Evidence

The Landlord stated that he served the Tenant with the Notice by leaving a copy of the Notice in the Tenant's mailbox on September 24, 2018. Service of this document was witnessed by a third party, as per the Proof of Service document.

The Notice indicates several reasons for ending the tenancy. The Landlord stated that the Tenant has now stopped paying rent, and refuses to move out.

Analysis

Based on the testimony and documentary evidence, and on a balance of probabilities, I find:

After reviewing the Notice, I am satisfied that it complies with section 52 of the *Act* [*form and content of notice to end tenancy*]. Section 47 of the *Act* permits a landlord to end a tenancy for cause. A tenant who receives a notice to end tenancy for cause has 10 days after receipt to dispute it by making an application for dispute resolution. Failure to dispute the notice to end tenancy for cause in this period results in the conclusive presumption that the tenant has accepted the end of the tenancy, under section 47(5) of the *Act*.

In this case, the Landlord issued the Notice for several reasons. Based on the Landlord's testimony and the Proof of Service document submitted, I am satisfied that the Landlord served the Tenant with the Notice, by placing the package in the Tenant's mailbox on September 24, 2018. Pursuant to sections 88 and 90 of the *Act*, documents served in this manner are deemed to be received 3 days later. I find the Tenant received the Notice on September 27, 2018.

The Tenant had 10 days, until October 7, 2018, to dispute the notice, but did not do so. Accordingly, pursuant to section 47(5) of the *Act*, I find the tenant is conclusively presumed to have accepted the end of the tenancy on the effective date of the Notice.

I note the Tenant has not paid any rent for a couple of months. Therefore, the Landlord is entitled to an order of possession, which will be effective **two days after service** on the tenant.

Conclusion

The landlord is granted an order of possession effective **two days after service** on the tenant. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

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 12, 2018

Residential Tenancy Branch