



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for an Order of Possession pursuant to a One Month Notice to End Tenancy for Cause ("One Month Notice"), and to recover the cost of their filing fee.

The Landlord and an agent for the Landlord, S.T., (the "Agent"), as well as the Tenant appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process.

During the hearing the Tenant, the Landlord and the Agent were given the opportunity to provide their evidence orally and respond to the testimony of the other Party; I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this decision.

Neither party raised any concerns regarding the service of documentary evidence.

Preliminary and Procedural Matter

The Parties confirmed their email addresses at the outset of the hearing. The decision and any related orders will be emailed to the Landlord and the Decision will be emailed to the Tenant.

Issue(s) to be Decided

- Is the Landlord entitled to an order of possession based on an undisputed One Month Notice under section 47 of the *Act*?
- Is the Landlord entitled to the recovery of the cost of the filing fee under section 72 the *Act*?

Background and Evidence

The Landlord submitted a copy of the tenancy agreement into evidence. The tenancy began on April 1, 2018, with a monthly rent of \$622.00, which was due on the first of each month. The Tenant paid the Landlord a security deposit of \$311.00.

The Parties agreed that the Landlord served a One Month Notice on the Tenant in person on December 14, 2018, with a vacancy date given as January 13, 2019. The Agent gave testimonial and documentary evidence that the Tenant was late in paying his rent in May 2018, June 2018, July 2018, and November 2018, and that the Tenant did not pay his rent at all in January 2019.

When asked to respond to the Landlord's evidence regarding late rent payments, the Tenant repeatedly focused on a police complaint that he is making about the Landlord and on prior, unrelated RTB hearings between the Parties.

When presented with the Landlord's text messages evidencing the Tenant's late rent in the months noted above, as well as the allegation of his not having paid for January 2019, the Tenant apologized for being late, but again focused on matters unrelated to the issues before me in this hearing. The Tenant was given opportunities to comment on the Landlord's claim, but repeatedly failed to do so.

Analysis

Based on the undisputed documentary evidence of the Landlord and undisputed testimony provided by the Landlord during the hearing, and on the balance of probabilities, I find the following.

I find that the Landlord served the One Month Notice on the Tenant in person on December 14, 2018.

Order of possession – Section 47 of the *Act* states that if tenants once served with the One Month Notice do not dispute the One Month Notice within 10 days of receiving it, the tenants are conclusively presumed to have accepted the One Month Notice and must vacate the rental unit on the effective vacancy date.

In the matter before me, the Tenant did not dispute the One Month Notice, and as a result, I find the tenancy ends on the corrected effective vacancy date of January 31, 2019, pursuant to section 53 of the *Act*.

As the Landlord's application was successful and pursuant to section 72 of the *Act*, I authorize the Landlord to retain **\$100.00** from the Tenant's \$311.00 security deposit in full satisfaction of the Landlord's recovery of the cost of the filing fee. I find the Tenant's security deposit is now \$211.00 as a result, which the Landlord continues to hold.

Conclusion

The Landlord's Application is successful.

As the effective vacancy date of January 31, 2019 has passed, I grant the Landlord an Order of Possession effective two days after service on the Tenant. This Order must be served on the Tenant and may be enforced in the Supreme Court of British Columbia.

The Landlord has been authorized to retain \$100.00 from the Tenant's \$311.00 security deposit in full satisfaction of the Landlord's recovery of the cost of the filing fee. The Tenant's security deposit is now \$211.00, as a result.

This decision is final and binding on the Parties, unless otherwise provided under the *Act*, and 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: February 6, 2019

Residential Tenancy Branch