



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROYAL CITY LEGION HOUSING  
SOCIETY and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes          OPC

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for an order of possession for cause pursuant to sections 47 and 55.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 11:14 a.m. to enable the tenant to call into this hearing scheduled for 11:00 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord attended the hearing, represented by RR ("landlord") and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that the tenant was served the Notice of Hearing package via registered mail on March 12, 2019. The landlord provided a tracking number, found on the cover page of this decision. I find that the tenant has been deemed served with the Notice of Hearing package five days later, on March 17, 2019 in accordance with sections 89 and 90 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to an Order for Possession for the tenant's repeated late rent payments?

Background and Evidence

The landlord gave undisputed sworn testimony that this tenancy began on September 1, 2011. Subsidized rent was set at \$320.00 per month and is currently \$611.00 per month. The tenant has been habitually late with rent since the end of 2017. The landlord provided a spreadsheet and an accounting record showing the tenant's rent was both late and underpaid throughout the year in 2018. On January 28, 2019, the landlord personally served the tenant with a One Month Notice to End Tenancy for Cause ("Notice") with an effective date of February 28, 2019. The reason stated for ending the tenancy is the tenant is repeatedly late paying rent. Witnessed proof of service was filed in these proceedings.

Analysis

I find the tenant duly served with the Notice on January 28, 2019 in accordance with section 89 of the Act.

Sections 47(3)(4) and (5) of the Act state:

- (3) A notice under this section must comply with section 52 *[form and content of notice to end tenancy]*.
- (4) A tenant may dispute a Notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the Notice.
- (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.

Based on undisputed testimony of the landlord, and the documents provided, I find that the 1 Month Notice complies with the form and content provisions of section 52 of the *Act*, which states that the Notice must: be in writing and must: (a) be signed and dated by the landlord or tenant giving the notice, (b) give the address of the rental unit, (c) state the effective date of the notice, (d) except for a notice under section 45 (1) or (2) *[tenant's notice]*, state the grounds for ending the tenancy, and (e) when given by a landlord, be in the approved form.

Although the tenant had the opportunity to do so, he did not file an application to dispute the Notice within 10 days, by February 7, 2019, or attend the scheduled Dispute Resolution Hearing. Since the tenant did not file for dispute resolution, he is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and must move out of the unit. As the effective date on the Notice has already passed I find that the landlord is entitled to an order of possession, effective 2 days after service on the tenant pursuant to section 55 of the Act.

Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenant**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: May 1, 2019

---

Residential Tenancy Branch