



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This hearing was scheduled to convene at 11:00 a.m. this date by way of conference call concerning an application made by the landlord seeking an Order of Possession for cause.

The landlord attended the hearing with her daughter assisting. The landlord gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenant joined the call.

The landlord testified that the tenant was served with the Application for Dispute Resolution and notice of this hearing (the Hearing Package) by registered mail on March 25, 2019 and has provided a receipt from Canada Post bearing that date, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

Has the landlord established that the One Month Notice to End Tenancy was given in accordance with the *Residential Tenancy Act*?

Background and Evidence

The landlord testified that this month-to-month tenancy began 19 years ago, and although the tenant has moved some belongings out of the rental unit, the tenant still has occupation of the rental unit.

Rent in the amount of \$600.00 per month is payable on the 1st day of each month and there are rental arrears, which the landlord is not claiming at this time. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$600.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The

rental unit is a basement suite in the landlord's home, and the landlord resides in the upper level. There is no written tenancy agreement.

The landlord further testified that on March 1, 2019 the landlord served the tenant with a One Month Notice to End Tenancy for Cause by posting it to the door of the rental unit. A copy has been provided for this hearing and it is dated March 28, 2019 and contains an effective date of vacancy of March 1, 2019. The reason for issuing it states: "Rental unit/site must be vacated to comply with a government order."

The tenant has not provided the landlord with a forwarding address and has not served the landlord with an Application for Dispute Resolution disputing the Notice, and the landlord seeks an Order of Possession.

Analysis

The *Residential Tenancy Act* states that once served, or deemed served with a One Month Notice to End Tenancy for Cause (the Notice), the tenant has 10 days to dispute it by filing and serving the landlord with an Application for Dispute Resolution. If the tenant fails to do so, the tenant is conclusively presumed to have accepted the end of the tenancy.

In this case, I accept the undisputed testimony of the landlord that the tenant was served with the Notice on March 1, 2019 by posting it to the door of the rental unit, which is deemed to have been served 3 days later, or March 4, 2019. The tenant has not served the landlord with an Application for Dispute Resolution, and I have no such application before me. Therefore, I find that the tenant is conclusively presumed to have accepted the end of the tenancy.

I have reviewed the Notice, and I find that it is in the approved form and contains information required by the *Act*. However, the effective date of vacancy must be changed to the nearest date that complies with the *Act*, which is April 30, 2019. The tenant has not vacated the rental unit, and I find that the landlord is entitled to an Order of Possession. Since the changed effective date of vacancy has passed, I grant the Order of Possession effective on 2 days notice to the tenant.

The landlord also testified that the tenant has not provided the landlord with a forwarding address in writing, and I order the parties to deal with the security deposit in accordance with Section 38 of the *Residential Tenancy Act*.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenant.

I further order the parties to deal with the security deposit in accordance with Section 38 of the *Residential Tenancy Act*.

This order is final and binding and may be enforced.

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 03, 2019

Residential Tenancy Branch