



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

OPC, FFL

### Introduction

The hearing was convened in response to an Application for Dispute Resolution filed by the Landlord, in which the Landlord applied for an Order of Possession for Cause and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on March 22, 2019 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord submitted to the Residential Tenancy Branch on March 20, 2019 were sent to the Tenant at the rental unit, via registered mail. The Landlord cited a Canada Post tracking number that corroborates this testimony. On the basis of the undisputed evidence I find that the aforementioned documents were served to the Tenant; however the Tenant did not attend the hearing.

As the aforementioned documents were served to the Tenant, the evidence was accepted as evidence for these proceedings and the hearing proceeded in the absence of the Tenant.

The Landlord stated that about 20 days ago he uploaded additional evidence to the Residential Tenancy Branch. The Landlord was advised that this evidence has not been uploaded to his Application. The Landlord indicated he wanted this tenancy to end as soon as possible, due to a cockroach infestation, and that he did not want an adjournment for time to re-submit this evidence.

The Landlord was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. He was advised of his legal obligation to speak the truth during these proceedings.

All of the evidence submitted by Landlord has been reviewed, but is only referenced in this written decision if it is directly relevant to my decision.

Issue(s) to be Decided

Is the Landlord is entitled to an Order of Possession?

Background and Evidence

The Landlord stated that:

- this tenancy began prior to him purchasing the rental unit approximately 13 years ago;
- rent is due by the first day of each month;
- on December 25, 2018 a One Month Notice to End Tenancy for Cause was posted on the door of the rental unit;
- the One Month Notice to End Tenancy for Cause declared that the Tenant must vacate the rental unit by January 31, 2019; and
- the One Month Notice to End Tenancy declared that the tenancy was ending because the tenant or a person permitted on the property has put the Landlord's property at risk; the tenant or a person permitted on the property has engaged in illegal activity that has, or is likely to, adversely affect the quiet enjoyment, security, safety, or well-being of another occupant; the tenant or a person permitted on the property has caused damage to the unit; and the Tenant has not done required repairs;
- the Notice to End Tenancy was served, in large part, due to an on-going cockroach infestation;
- rent has been paid for May of 2019; and
- every time the Tenant has paid rent since December 25, 2018 the Tenant has been advised that the Landlord did not want to continue with the tenancy.

The Notice to End Tenancy for Cause clearly informs the Tenant that they must move out of the rental unit by the date set out on the front page of the Notice if they do not dispute the Notice within ten days of receiving it. I have no evidence that the Tenant disputed the Notice to End Tenancy.

Analysis

On the basis of the undisputed evidence I find that this One Month Notice to End Tenancy for Cause, served pursuant to section 47 of the *Act*, was posted on the door of the rental unit. This Notice is deemed received by the Tenant, pursuant to section 90 of the *Act*, on December 28, 2018.

On the basis of the undisputed evidence I find that this One Month Notice to End Tenancy for Cause required the Tenant to vacate the rental unit by January 31, 2019.

Section 47(5) of the *Act* stipulates that tenants are conclusively presumed to have accepted that the tenancy ends on the effective date of a notice received pursuant to section 47 of the *Act* and that the tenants must vacate the rental unit by that date unless the tenant disputes the notice within ten days of receiving it. As there is no evidence that the Tenant filed an application to dispute the Notice to End Tenancy, I find that the Tenant accepted that the tenancy was ending on January 31, 2019, pursuant to section 47(5) of the *Act*. I therefore grant the application for an Order of Possession.

I find that the Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application.

### Conclusion

I grant the Landlord an Order of Possession that is **effective at 1:00 p.m. on May 31, 2019**. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlord has established a monetary claim of \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution and I grant the Landlord a monetary Order for that amount. In the event the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and 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: May 10, 2019

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Residential Tenancy Branch