



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FFL

Introduction

On May 13, 2019, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* requesting an order of possession for the rental unit based on an undisputed One Month Notice To End Tenancy For Cause.

The matter was set for a conference call hearing. The Landlord and Tenant attended the conference call hearing.

The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

The parties confirmed that they have exchanged the documentary evidence that I have before me. 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.

Issues to be Decided

- Is the Landlord entitled to an order of possession for cause?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord and Tenant testified that the tenancy began earlier but was formalized on October 7 2018, on a month to month basis. Rent in the amount of \$522.50 is to be paid to the Landlord by the first day of each month. The Tenant paid a security deposit of \$250.00 to the Landlord.

The Landlord testified that he issued the Tenant a One Month Notice to End Tenancy for Cause ("the One Month Notice") in person to the Tenant on March 25, 2019.

The reasons for ending the tenancy within the One Month Notice are as follows:

Tenant or a person permitted on the property by the Tenant has:

- *Significantly interfered with or unreasonably disturbed another occupant or the Landlord*
- *Seriously jeopardized the health or safety or lawful right of another occupant or the Landlord*
- *Put the Landlord's property at significant risk*

Tenant has engaged in illegal activity that has, or is likely to:

- *Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the Landlord*

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written Notice to do so

The One Month Notice provides that the Tenant must move out of the rental unit by May 1, 2019.

The One Month Notice provides information on the rights of a Tenant. At the top of the form the Notice provides: "You may be EVICTED if you do not respond to this Notice." The Notice also informs the Tenant of the right to dispute the Notice within 10 days after receiving it. The Notice informs the Tenant that if an application to dispute the Notice is not filed within 10 days, the Tenant is presumed to accept the Notice and must move out of the rental unit on the effective date set out on page one of the Notice.

The Tenant testified that she received the One Month Notice on March 25, 2019.

The Tenant was asked why he did not dispute the One Month Notice. The Tenant provided testimony that she did not dispute the Notice because she went out of town after receiving the Notice.

The Landlord seeks an order of possession for the rental unit, based on the undisputed One Month Notice To End Tenancy for Cause dated March 25, 2019.

Analysis

Based on the evidence before me, the testimony of the Landlord and Tenant, and on a balance of probabilities, I find that the Tenant received a One Month Notice To End Tenancy for Cause dated March 25, 2019. I find that that the Tenant received the One Month Notice on March 25, 2019.

The One Month Notice provided the Tenant with her rights of dispute. The Tenant was required to dispute the Notice within 10 Days. The Tenants opportunity to dispute the Notice has expired.

I find that the Tenant did not apply to dispute the One Month Notice, and is therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

Section 55 of the Act provides that a Landlord may request an order of possession of a rental unit when a notice to end tenancy is given by a Landlord and the Tenant has not disputed the Notice and the time for making that application has expired.

I find that the Landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective at 1:00 pm on June 30, 2019, after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to pay the Landlord the \$100.00 fee that the Landlord paid to make application for dispute resolution. I authorize the Landlord to keep \$100.00 from the security deposit of \$250.00 in full satisfaction of the filing fee.

Conclusion

The Tenant did not file to dispute the One Month Notice. The Tenant is presumed under the legislation to have accepted that the tenancy ended on the effective date of the Notice.

The Landlord is granted an order of possession effective at 1:00 pm on June 30, 2019, after service on the Tenant.

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: June 27, 2019

Residential Tenancy Branch