



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1091524 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFL, OPC

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an Order of Possession based on landlord's One Month Notice to End Tenancy for Cause (the "One Month Notice") pursuant to section 55
- authorization to recover the filing fee for this application pursuant to section 72.

The landlord attended the hearing. The landlord had full opportunity to provide affirmed testimony, present evidence, and make submissions.

The tenants did not attend the hearing. I kept the teleconference line open for the duration of the hearing to allow the landlord the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct participant code was provided to the tenants.

The landlord testified that they tenants served the tenants with the Notice of Hearing and Application for Dispute Resolution by registered mail sent on May 27, 2019. In addition, the landlord testified that they tenants served the tenants with the Notice of Hearing and Application for Dispute Resolution by posting the documents on the tenants' door on May 27, 2019. Based on the undisputed testimony of the landlord, I find the tenant served the landlord with the documents pursuant to sections 89(1) and 89(2) of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession pursuant to section 55?

Is the landlord entitled to recovery of the filing fee pursuant to section 72?

Background and Evidence

The landlord testified that they posted the One Month Notice on the tenants' door on May 11, 2019. The One Month Notice stated the tenants' address in the upper portion of the form. However, in the lower portion of the One Month Notice form, the landlord wrote the landlord's address rather than the tenants' address as the address which the landlord was seeking vacancy of. The One Month Notice had a stated moved out date of June 15, 2019.

The grounds on the One Month Notice for ending the tenancy were:

- The tenant or a person permitted on the property by the tenant has
 - Significantly interfered with or unreasonably disturbed another occupant or the landlord.
 - Put the landlord's property at significant risk.
- Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park.
- Break of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.
- Tenant's rental unit/site is provided by the employer to the employee to occupy during the term of employment and employment has ended.

The landlord testified that the tenants frequently engaged in domestic disturbances and fights which damaged the property. The landlord testified that the tenant's conduct scared the tenant's neighbours and caused a neighbour to move out.

The landlord testified that the tenants have not filed an application to dispute the landlord's One Month Notice.

Analysis

Section 55(2)(a) of the *Act* states that a landlord is entitled to an order for possession if the landlord has issued a notice to end the tenancy has been given by the landlord and the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired.

In this matter, I find that landlord has issued a One Month Notice on May 11, 2019. I find that the One Month Notice meets the requirements for form and content as set out in section 52 of the *Act*. Although the landlord wrote the incorrect address for the unit the landlord was seeking vacancy of, the landlord did state the correct address of the tenants in the upper portion of the form. I do not find this error invalidates the notice. I find that the tenants, having received the One Month Notice, would have understood the nature of the notice and the location of which the landlord was seeking vacancy of. As such, pursuant to my authority under section 68(1)(b) of the *Act*, I amend the One Month Notice to correct this error as it is reasonable to do so in the circumstances.

Furthermore, I find that the tenants have has not disputed the notice by making an application for dispute resolution and the time for making that application has expired. Pursuant to section 47(4) of the *Act*, a tenant has ten days after receipt of a notice to end a tenancy for cause to dispute the notice. In this matter, the One Month Notice was served on the tenants by posting the notice on the tenant's door on May 27, 2019. Pursuant to section 90 of the *Act*, a notice posted on a door is deemed to have been served three days later, being May 30, 2019. Accordingly, the tenant had ten days after the effective date of service of May 30, 2019 to dispute the notice, being June 9, 2019. However, this deadline has expired and the tenant has not filed an application for dispute resolution to contest the One Month Notice.

Section 47(5) of the *Act* states that a tenant who does not timely file an application to dispute a notice to end tenancy for cause is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit by that date.

Accordingly, I find the landlord is entitled to an order of possession effective at 1:00 p.m. on July 31, 2019 pursuant to Section 55(2)(a) of the *Act*.

Since the landlord has prevailed in this matter, I find that the landlord is entitled to recovery of the filing fee pursuant to section 72 of the *Act*. To satisfy this amount owed, the landlord may retain the sum of \$100.00 from the tenants' security deposit pursuant to section 38(4)(b) of the *Act*.

Conclusion

I find the landlord is entitled to an order of possession effective at **1:00 p.m. on July 31, 2019**. This order must be served on the tenant. If the tenant fails to comply with this

order, the landlord may file the order with the Supreme Court of British Columbia and be 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: July 15, 2019

Residential Tenancy Branch