



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1974642 ALBERTA INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FFL

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for an order of possession for the rental unit and for recovery of the filing fee paid for this application.

The landlord's agents, the owner, and the tenants attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

The evidence was discussed and each party confirmed receiving the other's evidence in advance of the hearing.

Thereafter the participants were provided the opportunity to present their evidence orally and to refer to relevant documentary and photographic evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral, photographic, and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (the "Rules"); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to an order of possession of the rental unit and recovery of the filing fee paid for this application?

Background and Evidence

The undisputed evidence is that this tenancy began on June 1, 2019, and monthly rent is \$1,700.00. The landlord supplied a copy of the written tenancy agreement.

The landlord said that the tenants were served a One Month Notice to End Tenancy for Cause (the "One Month Notice") on June 8, 2019, by attaching it to the tenants' door on that date. The landlord submitted a copy of the proof of service on the One Month Notice and the One Month Notice.

The causes listed on the One Month Notice alleged that the tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord and breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord's additional relevant documentary evidence included witness letters, warning letters, doctor statements, and written concerns about the tenant.

Tenants' response-

The tenants confirmed receiving the landlord's One Month Notice on or near the date it was attached to their door, on June 8, 2019.

In response to my inquiry, the tenants confirmed not filing an application for dispute resolution in dispute of the Notice; however, the tenants said when they attended a Service BC office to file an application and evidence, they were informed it was not necessary as the landlord had filed an application. As a result, the tenants did not file their application in dispute of the Notice, according to the tenants.

The tenants submitted documentary evidence in response to the landlord's application and the One Month Notice.

Analysis

The One Month Notice served on the tenants contained information for tenants. The tenants were informed they had the right to dispute the Notice within ten (10) after receiving the Notice, by filing an application for dispute resolution with the Residential Tenancy Branch ("RTB") or at a Service BC Office. The One Month Notice also said that

if the tenant did not file an application to dispute the Notice within ten days, then the tenant is presumed to have accepted the end of the tenancy and must vacate the rental unit by the effective date of the Notice.

The undisputed evidence before me is that the tenants were served a 1 Month Notice to End Tenancy for Cause and did not apply to dispute the Notice. I therefore find the tenants are conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ends on the effective date of the Notice and must vacate.

As a result, I find the landlord is entitled to an order of possession of the rental unit effective on July 31, 2019, the effective date listed on the Notice.

I therefore grant the landlord a final, legally binding order of possession of the rental unit, pursuant to section 55 of the Act. If the tenants fail to vacate the rental unit pursuant to the terms of the order after being served, the order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court. The tenants are advised that costs of such enforcement are recoverable from the tenants.

As the landlord was successful with their application, I grant them recovery of their filing fee of \$100.00, pursuant to section 72 of the Act.

I therefore grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the amount of \$100.00.

Should the tenants fail to pay the landlord this amount without delay, the order must be served on the tenants to be enforceable. Thereafter, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The tenants are advised that costs of such enforcement are recoverable from the tenants.

Conclusion

The landlord's application for an order of possession for the rental unit is granted.

The landlord's request for recovery of the filing fee is granted.

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 30, 2019

Residential Tenancy Branch