



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: OPC

### **Introduction**

The Application for Dispute Resolution filed by the landlord seeks an Order of Possession for cause based on a Notice to End Tenancy dated July 8, 2019.

The tenant(s) failed to appear at the scheduled start of the hearing which was 9:30 a.m. on September 23, 2019. The landlords were present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the tenant to call in. The tenant(s) failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The landlords were given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at the hearing a decision has been reached. All of the evidence was carefully considered.

I find that the one month Notice to End Tenancy was personally served on the Tenant on July 8, 2019. Further I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was served on the Tenant by mailing, by registered mail to where the Tenant resides on July 26, 2019. With respect to each of the applicant's claims I find as follows:

### **Issue(s) to be Decided**

The issue to be decided is whether the landlords are entitled to an Order for Possession?

### **Background and Evidence:**

The parties entered into a fixed term written tenancy agreement that provided that the tenancy would start on March 25, 2019 and end on March 31, 2020.

The rent is \$1700 per month payable in advance on the fifth day of each month. The tenant paid a security deposit of \$850 at the start of the tenancy. The tenant subsequently paid a pet damage deposit of \$500. The landlord testified the tenant failed to pay the full rent on the due date for the months of May, June and July 2019.

The tenant(s) continues to reside in the rental unit. The rent for September was paid.

### **Grounds for Termination:**

The Notice to End Tenancy identifies the following grounds:

- Tenant is repeatedly late paying rent

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

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. The Tenant(s) has not made an application to set aside the Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant 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. Further, I determined the tenant is repeatedly late paying the rent as there have been three occasions since the tenancy began where the rent was paid late. Accordingly, I granted the landlord an Order for Possession effective September 30, 2019.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

**This decision is final and binding on the parties.**

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: September 23, 2019

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Residential Tenancy Branch