



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TLA ENTERPRISES LTD and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *OPC*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession pursuant to a notice to end tenancy for cause.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony and to make submissions. The tenant represented himself and was accompanied by his advocate. The landlord was represented by their agent. As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Does the landlord have cause to end the tenancy?

Background and Evidence

On September 19, 2019, the landlord served the tenant with a one month notice to end tenancy for cause, with an effective date of November 30, 2019. The landlord served this notice by registered mail and provided tracking information. The package was returned to the landlord as unclaimed.

The landlord made application for dispute resolution on October 23, 2019 and served the notice of hearing package by registered mail. The landlord provided tracking information. The tenant stated that he received the package on November 12, 2019 and confirmed that the package contained the two-page notice to end tenancy for cause. The tenant stated that he did not make application to dispute the notice because he understood that by attending this hearing, he was disputing the notice.

Analysis

Residential Tenancy Policy Guideline No. 12 provides that, where a document is served by registered mail, the refusal of the party to either accept or pick up the registered mail, does not override the deemed service provision. Where the registered mail is refused or deliberately not picked up, service continues to be deemed to have occurred on the fifth day after mailing.

Based on the landlord's evidence and pursuant to section 89 and 90 of the *Act*, I find that the tenant has been deemed served with the one month notice to end tenancy for cause on September 24, 2019, 5 days after mailing the package. The tenant confirmed that he received the landlord's dispute resolution hearing package which also contained the notice to end tenancy on November 12, 2019.

Section 52 of the *Residential Tenancy Act* describes the form and content of a notice to end tenancy as follows:

Form and content of notice to end tenancy

52 In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) *[tenant's notice]*, state the grounds for ending the tenancy,
 - (d.1) for a notice under section 45.1 *[tenant's notice: family violence or long-term care]*, be accompanied by a statement made in accordance with section 45.2 *[confirmation of eligibility]*, and
- (e) when given by a landlord, be in the approved form.

Based on the sworn testimony of both parties and the documents filed into evidence, I find that the landlord served the tenant with a notice that was in compliance with section 52 of the *Residential Tenancy Act*

I further find that the tenant did not dispute the notice to end tenancy. Pursuant to section 47 (5) of the *Residential Tenancy Act*, if a tenant has received a notice to end tenancy for cause and does not make an application for dispute resolution within ten days after receiving the notice, 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.

Therefore, the landlord is entitled to an order of possession. The landlord agreed to extend the tenancy to March 31, 2020. Pursuant to section 55(2), I am issuing a formal order of possession effective by 1:00pm on March 31, 2020. The Order may be filed in the Supreme Court for enforcement.

Conclusion

I grant the landlord an order of possession by 1:00pm on March 31, 2020.

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: December 13, 2019

Residential Tenancy Branch