



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Pace Realty Corporation  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FFL, OPC

### Introduction

This hearing was scheduled in response to the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order of possession for cause pursuant to section 47 and 55 of the Act.
- authorization to recover the filing fee for this application from the tenant pursuant to section 72 of the Act.

The landlord's General Manager DL attended the hearing on behalf of the landlord and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing.

The tenants did not attend this hearing, although I left the teleconference hearing connection open until 1:43 p.m. in order to enable the tenants to call into this teleconference hearing scheduled for 1:30 p.m.

DL testified that the tenants were personally served the notice of dispute resolution package and supporting evidence on December 20, 2019. I find that the tenants were served with this package on that date, in accordance with sections 88 and 89 of the Act.

Rule of Procedure 7.3 states:

### 7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

In this case, I proceeded to conduct the hearing.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for cause pursuant to section 55 of the Act?

Is the landlord entitled to the filing fee for this application pursuant to section 72 of the Act?

Background and Evidence

The parties entered into a written tenancy agreement starting October 20, 2016. Monthly rent is \$900 is payable on the first of each month. The tenants paid \$450.00 security deposit at the commencement of the tenancy.

DL testified that the tenant was served in person with the landlord's One Month Notice to End Tenancy for cause (the "Notice") on October 30, 2019. DL testified that the proof of service was filed into evidence and that the service of the Notice was witnessed by her colleague CP.

The Notice indicates an effective move-out date of December 1, 2019.

The grounds to end the tenancy cited in the Notice were:

- 1) the tenant or a person permitted on the property has caused extraordinary damage to the site/ unit.
- 2) the tenant has not done required repairs of damage to the unit/site.
- 3) breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

Analysis

I accept the landlord's undisputed testimony regarding the issuance of the Notice. Upon review of the One Month Notice dated October 30, 2019. I find the form and content to

be in compliance with Section 52 of the *Act*. Therefore, I find that the landlord is entitled to an Order of Possession pursuant to Section 55(2) of the *Act*

Sections 47(4) and (5) of the *Act* state:

(4) A tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.

(5) If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant

- (a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and
- (b) must vacate the rental unit by that date.

Based on DL's testimony and the Notice before me, I find that the tenant was served with a Notice dated October 30, 2019. The tenant did not participate in the hearing or file an application to dispute the Notice within 10 days (or at all). Therefore, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice December 1, 2019 and must vacate the unit.

As this has not occurred, I find that the landlord is entitled to an order of possession, pursuant to section 55 of the *Act*.

As the landlord has been successful in this application, I grant the landlord a monetary award of \$100.00 for reimbursement of the filing fee under section 72 of the *Act*.

### Conclusion

Pursuant to Section 55 of the *Act*, I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant and any other occupants. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to Section 72 of the *Act*, the landlord may retain \$100.00 from the security deposit to recover the filing fee paid for the Application for Dispute Resolution.

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: January 15, 2020

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Residential Tenancy Branch