



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LAIYA INVES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute codes      OPC FF

### Introduction

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

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

The hearing was conducted by conference call. All named parties attended the hearing. The tenant acknowledged service of the application for dispute resolution including all evidence before me.

### Issues

Is the landlord entitled to an order of possession pursuant to a One Month Notice to End Tenancy for Cause (the One Month Notice)?

Is the landlord entitled to recover its filing fee?

### Background and Evidence

The tenancy began in 2016. The current monthly rent is \$1600.00 payable on the 1<sup>st</sup> day of each month.

The landlord's agent K.P. testified that on November 18, 2019 at 3:23 p.m. he served the tenant with the One Month Notice by posting a copy to the door of the rental premises. A witnessed Proof of Service form of the Notice to End Tenancy was provided on file. K.P. testified that the posting of the notice was witnessed by his office assistant. The landlord also submitted a picture of the One Month Notice posted to the tenant's door. In the picture, the unit number is visible on the door as well as a date of November 18, 2019 from the phone camera roll. K.P. testified that a 10 Day Notice to End Tenancy for Unpaid Rent was also served on the tenant in the same way at the

same time. K.P. testified that the tenant paid the outstanding rent later the same date by depositing the rent money directly to the landlord's account. K.P. testified that his bank is open until 7:00 p.m. so the tenant had sufficient time to pay the rent the same day. An account statement was submitted by the landlord reflecting a deposit of \$1600.00 on November 18, 2019.

The effective date of the One Month Notice was December 18, 2019, which is automatically corrected to December 31, 2019 pursuant to section 53 of the Act.

The tenant disputed being served with the One Month Notice. The tenant also disputed being served with the 10 Day Notice.

The tenant has not vacated the rental unit as per the effective date of the Notice or filed an application to dispute the One Month Notice.

### Analysis

Section 47 of the Act contains provisions by which a landlord may end a tenancy for cause by giving a notice to end tenancy. Under this section, the tenant may make a dispute application within ten days of receiving the One Month Notice. If, as in the present case, the tenant does not make an application for dispute within ten days, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the One Month Notice.

On a balance of probabilities, I find the testimony of K.P. to be credible and supported by the documentary evidence on file. The landlord submitted a witnessed proof of service as well as a picture of the both the One Month Notice and a 10 Day Notice posted to the tenant's door. Further, the landlord submitted proof of rent being paid on November 18, 2019 which coincides with the 10 Day Notice being served earlier the same day. I find this corroborates the landlord's testimony of both Notices being posted to the tenant's door.

I find the tenant was served with and received the One Month Notice on November 18, 2019.

The tenant did not file an application to dispute the One Month Notice; therefore, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the One Month Notice, December 31, 2019.

I find that the One Month Notice complies with the requirements of Section 52 of the Act, accordingly, the landlord is granted an Order of Possession pursuant to section 55 of the Act.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application. This amount can be retained from the tenant's security deposit.

### Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. 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.

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 27, 2020

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Residential Tenancy Branch