



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BELMON PROPERTIES
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. The tenants did not attend this hearing, although I waited until 9:45 a.m. to enable the tenant to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to provide testimony, to present evidence and to make submissions.

The Building Manager S.J. provided testimony on behalf of the landlord. S.J. testified that on December 14, 2019 at 8:30 p.m., she personally served the tenant B.S. with a copy of the Application for Dispute Resolution and Notice of Hearing. A witnessed Proof of Service form which was also signed by the tenant B.S. acknowledging receipt of the Notice of Hearing was submitted as evidence.

Based on the above evidence, I am satisfied that the tenants were served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to section 89 of the Act. The hearing proceeded in the absence of the tenants.

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 on October 1, 2013. The current monthly rent is \$839.00 payable on the 1st day of each month. The tenants paid a security deposit of \$365.00 at the start of the tenancy which the landlord continues to hold.

The Building Manager S.J. testified that on November 22, 2019 she and her mother V.J. (also building manager) personally served the tenant B.S. with the One Month Notice. A Proof of Service form of the Notice to End Tenancy signed by the tenant B.S. was provided on file. The effective date of the One Month Notice was December 31, 2019.

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

Analysis

I am satisfied that the tenants were personally served with the One Month Notice on November 22, 2019, pursuant to section 88 of the Act.

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.

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 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: February 06, 2020

Residential Tenancy Branch