



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPC, FFL

### 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 her filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on February 3, 2020. I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served as per sections 88 and 89 of the Act. Although the tenant failed to attend, the tenant is deemed served as per section 90 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession for cause?

Is the landlord entitled to recovery of the filing fee?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on November 1, 2019 on a fixed term tenancy ending on November 1, 2020 as per the submitted copy of the signed tenancy agreement dated September 19, 2019. The monthly rent is \$2,450.00 payable on the 1<sup>st</sup> day of each month and a security deposit of \$1,225.00 was paid.

The landlord provided undisputed affirmed testimony that on January 17, 2020, the landlord served the tenant with the 1 Month Notice dated January 14, 2020 by posting it to the rental unit door. The landlord has also submitted a copy of a completed proof of service document with a witness as confirmation of service. The 1 Month Notice sets out an effective end of tenancy date of February 28, 2020 and that it was being given as:

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

The details of cause listed are:

Addendum in lease states pre-authorized cheques are due at time of rental.

Tenant has not provided pre-authorized cheques or the new method of POD form of payment after being asked repeatedly via text and email and also in writing with a date of January 10, 2020 deadline given.

-written warning given Dec 15, 2019(hand written)

-2<sup>nd</sup> written warning given Jan 6, 2020 witnessed (hand written)

[reproduced as written]

The landlord stated that the tenant breached a material term of the tenancy by failing to provide post-dated rent cheques as required under the addendum to the signed tenancy agreement signed and dated by the tenant on September 15, 2019.

The landlord stated that as of the date of this hearing, the tenant has not filed an application for dispute of the notice nor has the landlord received any from the tenant.

### Analysis

Paragraph 47(1)(h) of the Act sets out that a landlord may end a tenancy where the tenant has failed to comply with a material term and the tenant has not corrected the situation within a reasonable time after the landlord gives written notice to do so.

In this case, I accept the undisputed affirmed testimony of the landlord and find that the tenant was properly served with the 1 month notice dated January 14, 2020 by posting it

to the rental unit door. The landlord has submitted a copy of a completed proof of service document with a witness as confirmation.

The landlord has also provided undisputed affirmed testimony that the tenant has not filed an application for dispute of the notice as of the date of this hearing. On this basis, I find that the tenant has conclusively presumed to have accepted that the tenancy was at an end. Pursuant to section 55 of the Act, the landlord is granted an order of possession to be effective 2 days after it is served upon the tenant as the effective end of tenancy has now passed.

The landlord having been successful is also entitled to recovery of the \$100.00 filing fee.

### Conclusion

The landlord is granted an order of possession and a monetary order for \$100.00.

These orders must be served upon the tenant. Should the tenant fail to comply with these orders, the orders may be filed in the Supreme Court of British Columbia and the Small Claims Division of the Provincial Court of British Columbia and enforced as orders of those courts.

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: April 02, 2020

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Residential Tenancy Branch