



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held on August 17, 2020. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession based on a One Month Notice to End Tenancy for Cause

The Landlord attended the hearing. However, the Tenant did not attend the hearing. The Landlord provided registered mail tracking information showing she mailed (to the rental unit) the Notice of Hearing and evidence to the Tenant on July 13, 2020. The Landlord also mailed a second evidence package on July 17, 2020, by registered mail. Pursuant to section 88 and 90 of the Act, the Tenant is deemed served with these packages 5 days after they were mailed, July 18, 2020, and July 22, 2020 respectively.

The Landlord was given a full opportunity to be heard, to present evidence and to make submissions. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

- Is the Landlord entitled to an order of possession under the *Act*?

Background, evidence, and analysis

The Landlord testified that she served the Tenant with a One Month Notice to End Tenancy for Cause (the Notice), by giving a copy to the Tenant in person on June 29, 2020.

I find the Tenant received this Notice this same day she was personally served.

The Notice indicates multiple reasons for ending the tenancy, and includes a “details of cause” section to explain the specifics.

Section 47 of the *Act* permits a landlord to end a tenancy for cause. A tenant who receives a notice to end tenancy for cause has 10 days after receipt to dispute it by making an application for dispute resolution. Failure to dispute the notice to end tenancy for cause in this period results in the conclusive presumption that the tenant has accepted the end of the tenancy.

In this case, the Tenant received the Notice on June 29, 2020, and the Tenant had 10 days, until July 9, 2020, to dispute the notice, but did not do so. Accordingly, pursuant to section 47(5) of the *Act*, I find the Tenant is conclusively presumed to have accepted the end of the tenancy.

I note that the Tenant has not yet paid rent for August 2020. As such, I find the Landlord is entitled to an order of possession, which will be effective 2 days after it is served on the Tenant.

As the Landlord's application was successful, and pursuant to section 72 of the *Act* I grant the Landlord the recovery of the cost of the filing fee in the amount of **\$100.00**. I **authorize** the landlord to retain \$100.00 from the Tenant's \$762.50 security deposit (as laid out in the tenancy agreement) in full satisfaction of the recovery of the cost of the filing fee. This leaves a security deposit balance of \$662.50, which must be dealt with in accordance with the *Act*.

Conclusion

The Landlord is granted an order of possession effective **two days after service** on the Tenant. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

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: August 17, 2020