



# Dispute Resolution Services

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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 25, 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 and provided testimony. The Tenants did not attend the hearing.

The Landlord testified that he hand delivered a copy of the Notice of Hearing along with supporting documentary evidence to the front door of the rental unit on July 24, 2020. The Landlord testified that service of this document was witnessed by a third party. Pursuant to sections 89 and 90 of the *Act*, documents served in this manner are deemed to be received 3 days later. I find the Tenants are deemed to have received the Notice of Hearing on July 29, 2020.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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 he served the Tenants with a One Month Notice to End Tenancy for Cause (the Notice), by leaving a copy in the mailbox of the rental unit on July 4, 2020. The Landlord provided proof of service showing a third party witnessed the delivery of this Notice. Pursuant to section 88 and 90 of the *Act*, I find the Tenants are deemed to have received this Notice on July 7, 2020, the third day after it was posted to the Tenant's door.

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 Tenants are deemed to have received the Notice on July 7, 2020, and they had 10 days, until July 17, 2020, to dispute the notice, but did not do so. Accordingly, pursuant to section 47(5) of the *Act*, I find the Tenants are conclusively presumed to have accepted the end of the tenancy.

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 Tenants.

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 Tenants' \$1,400.00 security/pet deposit in full satisfaction of the recovery of the cost of the filing fee, which leaves a balance of \$1,300.00. The remaining security and pet deposit balance 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 Tenants. This order must be served on the Tenants. If the Tenants fail 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 25, 2020

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Residential Tenancy Branch