



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act, (the “Act”), for an order of possession based on an undisputed One Month Notice to End Tenancy for Cause, (the “Notice”) issued on June 27, 2020 and an order to recover the cost of filing the application from the tenant.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing

Issues to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to recover the cost of the filing fee?

Background and Evidence

The parties agreed that the tenant was served with the Notice on June 27, 2020.

The Notice explains the tenant had ten days to dispute the Notice. The Notice further explains if the Notice is not disputed within the ten days that the tenant is presumed to accept the Notice and must move out of the rental unit by the date specified in the Notice.

The tenant stated that they had attempted to file an application for dispute resolution online; however, they were informed by the Residential Tenancy Branch that their application was not properly completed and that they were informed that they would have to make changes in order for their application to be accepted. The tenant stated that they did not make the changes as needed.

The parties agreed the tenant has not paid rent for August 2020.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I accept the evidence that the tenant received the Notice on June 27, 2020.

The tenant states they tried to make an application for dispute resolution online to dispute the Notice, and that application was rejected as they were required to properly complete the documents.

I have reviewed the Residential Tenancy Branch digit records. The records do not show an application being filed online by the tenant or that it required corrections. However, even if it was, the tenant admitted they did not complete their application. I find the tenant did not dispute the Notice in accordance with the Act.

The tenant did not apply to dispute the Notice and therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice, which was July 31, 2020. I find the tenancy legally ended on July 31, 2020 and the tenant is now overholding the premise as an occupant.

I accept the evidence of the landlord that the Notice was completed in accordance with Part 4 of the Act - How to End a Tenancy, pursuant to section 47 of the Act. A copy of the Notice was filed in evidence for my review and consideration.

I find the Notice was completed in the approved form and the contents meets the statutory requirements under section 52 the Act.

I am satisfied based on the landlord's evidence that the landlord has met the statutory requirements under the Act to end a tenancy.

As the tenant admitted at the hearing that they have not paid occupancy rent for August 2020. I find that the landlords are entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

I find that the landlords have established a total monetary claim of \$100.00 to recover the filing fee from the tenant for this application. I order that the landlords retain the amount of \$100.00 from the tenant's security deposit in full satisfaction of the claim.

Conclusion

The tenant failed to dispute the Notice. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlords are granted an order of possession and may keep a portion of the security deposit in full satisfaction of the claim.

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

Residential Tenancy Branch