



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution. The participatory hearing was held on September 4, 2020. The Landlords 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 Notice).

The Landlords both attended the hearing. However, the Tenants did not attend the hearing. The Landlord provided registered mail tracking information showing they mailed (to the rental unit) the Notice of Hearing and evidence to each of the Tenants on August 7, 2020. Pursuant to section 89 and 90 of the Act, the Tenants are deemed served with this package 5 days after it was mailed, August 12, 2020.

The Landlords were 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 and Evidence

One of the Landlords, R.P., stated that he served the Tenants with the Notice by posting a copy to the Tenant's front door on June 25, 2020. Service of this document was witnessed by a third party, as per the Proof of Service document.

The Notice indicates several reasons for ending the tenancy. The Landlord stated that the Tenants have now stopped paying rent, and they refuse to move out.

Analysis

Based on the testimony and documentary evidence, and on a balance of probabilities, I find:

After reviewing the Notice, I am satisfied that it complies with section 52 of the *Act* [form and content of notice to end tenancy]. 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, under section 47(5) of the *Act*.

In this case, the Landlord issued the Notice for several reasons. Based on the Landlord's testimony and the Proof of Service document submitted, I am satisfied that the Landlords served the Tenants with the Notice, by posting it to their front door on June 25, 2020. Pursuant to sections 88 and 90 of the *Act*, documents served in this manner are deemed to be received 3 days later. I find the Tenants received the Notice on June 28, 2020.

The Tenants had 10 days, until July 8, 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 on the effective date of the Notice.

I find the Landlords are entitled to an order of possession, which will be effective **two days after service** on the tenants.

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: September 8, 2020