



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, MNR, FFL

### Introduction

On August 12, 2020, the Landlord submitted an Application for Dispute Resolution requesting an order of possession for the rental unit; a monetary order for unpaid rent; and to recover the cost of the filing fee.

The matter was set for a conference call hearing. The Landlord attended the conference call hearing; however, the Tenant did not. The Landlord testified that the Tenant was served with the Notice of Dispute Resolution Proceeding using registered mail sent to the Tenant on August 20, 2020. The Landlord provided a copy of the registered mail receipt and tracking number as proof of service. I find that the Tenant was served with notice to attend the hearing in accordance with sections 89 and 90 of the Act. The Tenant is deemed served on August 25, 2020 the fifth day after it was mailed.

The hearing process was explained. The Landlord was provided with an opportunity to ask questions about the hearing process. The Landlord was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

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.

### Issues to be Decided

- Is the Landlord entitled to an order of possession based on an undisputed notice to end tenancy?
- Is the Landlord entitled to a monetary order for unpaid rent?

### Background and Evidence

The Landlord testified that the tenancy began on May 1, 2020 and is on a month to month basis. Rent in the amount of \$650.00 is to be paid to the Landlord by the first day of each month. The Tenant paid a security deposit of \$325.00 to the Landlord. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that on July 13, 2020 he issued the Tenant a One Month Notice to End Tenancy for Cause ("the One Month Notice") by posting the Notice to the Tenant's door on July 13, 2020. The Landlord provided a copy of the One Month Notice.

The reasons cited by the Landlord within the One Month Notice are as follows:

*Tenant is repeatedly late paying rent*

*Tenant has allowed an unreasonable number of occupants in the unit /site*

*Tenant or a person permitted on the property by the Tenant has:*

- *Significantly interfered with or unreasonably disturbed another occupant or the Landlord*
- *Seriously jeopardized the health or safety or lawful right of another occupant or the Landlord*
- *Put the Landlord's property at significant risk*

*Tenant has engaged in illegal activity that has, or is likely to:*

- *Damage the Landlord's property*
- *Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the Landlord*
- *Jeopardize a lawful right or interest of another occupant or the Landlord*

The One Month Notice provides that the Tenant must move out of the rental unit by August 11, 2020.

The One Month Notice provides information on the rights of a Tenant. At the top of the form the Notice provides: "*This is a legal notice that could lead to you being evicted from your home.*" The Notice also informs the Tenant of the right to dispute the Notice within 10 days after receiving it. The Notice informs the Tenant that if an application to dispute the Notice is not filed within 10 days, the Tenant is presumed to accept the Notice and must move out of the rental unit on the effective date set out on page one of the Notice.

There is no evidence before me that the Tenant disputed the One Month Notice.

The Landlord seeks an order of possession for the rental unit based on the undisputed One Month Notice to End Tenancy for Cause dated July 13, 2020.

The Landlord is seeking a monetary order for unpaid July 2020 and August 2020 rent. The Landlord testified that the Tenant failed to pay the rent owing under the tenancy agreement and is still living in the rental unit. The Landlord is seeking \$1,300.00. The Landlord provided copies of text messages indicating that the Tenant has failed to pay the rent.

### Analysis

Based on the evidence before me, the testimony of the Landlord and on a balance of probabilities, I find that the Tenant received the One Month Notice to End Tenancy for Cause dated July 13, 2020. I accept the Landlord's evidence that the One Month Notice was posted on July 13, 2020 and I find that it was deemed received by the Tenant on July 16, 2020.

The One Month Notice provided the Tenant with his rights of dispute. If the Tenant believed that the Landlord did not have sufficient proof to support the reasons for ending the tenancy, the Tenant was required to dispute the Notice within 10 Days. The Tenant did not dispute the Notice and the Tenant's opportunity to dispute the Notice has expired.

I find that the Tenant did not apply to dispute the One Month Notice and is therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

Section 55 of the Act provides that a Landlord may request an order of possession of a rental unit when a notice to end tenancy is given by a Landlord and the Tenant has not disputed the Notice and the time for making that application has expired.

I find that the Landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective two (2) 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 Tenant failed to pay the rent owing under the tenancy agreement for the months of July 2020, and August 2020. I grant the Landlord a monetary order in the amount of \$1,300.00.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to pay the Landlord the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I grant the Landlord a monetary order for unpaid rent and the filing fee in the amount of \$1,400.00.

### Conclusion

The Tenant did not file to dispute the One Month Notice. The Tenant is presumed under the legislation to have accepted that the tenancy ended on the effective date of the Notice.

The Landlord is granted an order of possession effective two (2) days after service on the Tenant.

The Tenant failed to pay rent owing under the tenancy agreement. I grant the Landlord a monetary order for unpaid rent and the filing fee in the Amount of \$1,400.00.

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 28, 2020

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Residential Tenancy Branch