



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FFL

Introduction

This hearing was scheduled to convene at 1:30 p.m. this date by way of conference call concerning an application made by the landlord seeking an Order of Possession for cause and to recover the filing fee from the tenant for the cost of the application.

An agent for the landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. The landlord's agent also called 1 witness who also gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call.

The landlord's agent testified that the tenant was served with the application and notice of this hearing, along with all evidentiary material by registered mail on October 30, 2020 and the landlord has provided a Canada Post cash register receipt bearing that date as well as a Registered Domestic Customer Receipt addressed to the tenant, and I find that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence of the landlord has been reviewed and is considered in this Decision.

Issues to be Decided

Has the landlord established that the One Month Notice to End Tenancy For Cause was issued in accordance with the *Residential Tenancy Act*?

Background and Evidence

The landlord's agent (JH) testified that this month-to-month tenancy began about a year ago and the tenant still resides in the rental unit. Rent is subsidized and the tenant's share is \$375.00 payable on the 1st day of each month. Market rent is \$840.00 per month, and the landlord collected a security deposit from the tenant for half of that amount, and the sum of \$420.00 remains in trust by the landlord. No pet damage deposit was collected. The rental unit is a bachelor suite in an apartment complex.

The landlord's agent further testified that on August 26, 2020 the landlord caused the tenant to be served with a One Month Notice to End Tenancy For Cause (the Notice) by posting it to the door of the rental unit. A copy of the Notice has been provided for this hearing and it is dated August 26, 2020 and contains an effective date of vacancy of September 30, 2020. The reasons for issuing it state:

- 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.

The landlord has also provided a Proof of Service document indicating that the tenant was served on that date and in that manner with the landlord's agent as a witness. The landlord's agent testified that the landlord had cause to issue the Notice, and the tenant has not served the landlord with an Application for Dispute Resolution disputing the Notice.

The landlord's witness (KF) testified that the month-to-month tenancy began on March 1, 2020, and there are rental arrears.

Analysis

The *Residential Tenancy Act* specifies that once served with a One Month Notice to End Tenancy For Cause, the tenant has 10 days to dispute it by filing an Application for Dispute Resolution with the Residential Tenancy Branch and serving the landlord. If the tenant fails to do so, the tenant is conclusively presumed to have accepted the end of the tenancy.

In this case, I accept the undisputed testimony that the Notice was served by posting it to the door of the rental unit on August 26, 2020, which is deemed to have been served 3 days later, or August 29, 2020. The landlord's agent testified that the tenant has not served the landlord with an Application for Dispute Resolution disputing the Notice, and I have no such application before me. Therefore, I find that the tenant is conclusively presumed to have accepted the end of the tenancy.

I have also reviewed the Notice, and I find that it is in the approved form and contains information required by the *Act*, and therefore, I find that the landlord is entitled to an Order of Possession. Since the effective date of vacancy has passed, I grant the Order of Possession effective on 2 days' notice to the tenant.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$100.00 filing fee. I order the landlord keep that amount from the security deposit held in trust as full recovery.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective on 2 days' notice to the tenant.

I hereby order the landlord to keep \$100.00 of the security deposit as recovery of the filing fee.

This order is final and binding and may be enforced.

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: January 12, 2021

Residential Tenancy Branch