



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 for Cause, issued on April 15, 2021.

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. Both parties confirmed they were not recording the hearing in compliance with the Residential Tenancy Branch Rule 6.11.

Issue to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The tenant confirmed they received the One Month Notice to End Tenancy for Cause (the “Notice”), issued on April 15, 2021, by registered mail on April 21, 2021. The tenant stated that they did not dispute the Notice because the landlord had not filed an application with the Residential Tenancy Branch when they issued the Notice.

The tenant stated they did not read the Notice properly as they did not realize that it was their responsibility to make an application to dispute the Notice.

The landlord stated they seek an order of possession and to recover the cost of the filing fee. The landlord stated they met their obligations under the Act to end the tenancy.

Analysis

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

In this case the tenant received the Notice. The Notice explains the tenant had ten (10) days to dispute the Notice. The Notice further explains if the Notice is not disputed within the ten days that the tenants are presumed to accept the Notice and **must move out** of the rental unit by the date specified in the Notice.

The tenant did not make an application for dispute resolution within the required and there is no requirement under the Act for the landlord to obtain a file number from the Residential Tenancy Branch for the purpose of issuing documents. It was solely the responsibility of the tenant to read the information provided in the Notice and make an application for dispute resolution with the Notice within the statutory time limit.

This hearing was scheduled by the landlord based on an undisputed Notice. This means the landlord is only required to prove they met the statutory requirement under the Act to end the tenancy.

I find the Notice was completed in the approved form and the contents meets the statutory requirements under section 52 the Act. I accept the evidence before me that the tenant received a copy of the Notice on April 21, 2021 by registered mail and did not dispute the Notice.

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

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. The effective date of the Notice states the tenancy ended on May 18, 2021; however, that date is earlier than the Act allows and automatically corrects to May 31, 2021. I find the tenancy legally ended on May 31, 2021. Therefore, I find the landlord is entitled to an order of possession.

As the landlord has accepted occupancy rent for October 2021, I find it reasonable that the order of possession be effective on October 31, 2021. As the landlord has been successful with their application, I find the landlord is entitled to recover the cost of the

filing fee from the tenants. I order that the landlord retain the amount of \$100.00 from the tenants' security deposit in full satisfaction of the claim.

Conclusion

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

The landlord is 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: October 21, 2021

Residential Tenancy Branch