



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 landlord's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act). The landlord applied for:

- an order of possession for the rental unit pursuant to a One Month Notice to End Tenancy for Cause (Notice) served on the tenant.

The landlords attended the telephone conference call hearing; the tenant did not attend or file written evidence for the hearing.

The landlords provided their affirmed testimony. The landlords testified that they served the tenant with their Application for Dispute Resolution, evidence, and Notice of Hearing (application package) by registered mail on or about August 6, 2021. The tracking number is located on the style of cause page to show proof of service.

Based upon the submissions of the landlords, I accept the tenant was served notice of this hearing and the landlord's application in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the submissions are reproduced here.

Issue(s) to be Decided

Is the landlord entitled to an order of possession of the rental unit as a result of the Notice?

Background and Evidence

This tenancy began on December 1, 2019 and monthly rent is \$1,950.

The landlord submitted evidence that they served the tenant the Notice by attaching it to the tenant's door on July 4, 2021. The Notice was dated July 3, 2021, 2021 and listed an effective end of tenancy date of August 4, 2021. The landlord filed a copy of the Notice into evidence.

The cause listed on the Notice stated that the tenant is repeatedly late paying rent.

The landlord submitted documentary evidence that the tenant has paid the monthly rent late at least 8 times in the past year, and that due to the multiple late payments, they issued the Notice.

Analysis

I have reviewed all the relevant evidence and I find that the tenant was served with the Notice as declared by the landlord on July 4, 2021, by attaching it to the tenant's door, which listed a move-out date of August 4, 2021. I find the tenant was deemed to have received the Notice on July 7, 2021, three days after it was attached to the tenant's door.

Section 53 of the Act allows the effective date of a Notice to be changed to the earliest date upon which the Notice complies with the Act. Therefore, I find that the Notice effective date is corrected to August 31, 2021, which is one clear calendar month before the next rent payment is due and is the day before the day of the month that rent is payable. The landlord acknowledged their understanding of the corrected effective date.

The Notice served on the tenant sets out that the tenant had ten (10) days to file an application for dispute resolution in dispute of the Notice. It also sets out that if the tenant did not file such an application within ten days, then the tenant is conclusively

presumed to have accepted the end of the tenancy and must vacate the rental unit by the corrected effective date of the Notice, in this case, August 31, 2021.

I have no evidence before me that the tenant filed to make an application for dispute resolution to contest the Notice.

As such, I therefore find the tenant is conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice, or August 31, 2021.

I have reviewed the Notice and find it was completed in accordance with section 47 of the Act. I also find the Notice was completed in the approved form and the content meets the statutory requirements under section 52 the Act.

I have reviewed the landlord's undisputed evidence and find they had sufficient cause to end the tenancy based upon the repeated late payments.

I therefore **order** the tenancy ended on August 31, 2021.

I find the landlord is entitled to and I **grant an order of possession of the rental unit (Order)**, pursuant to section 55(2)(b) of the Act, effective **two days** after service of the order upon the tenant.

Should the tenant fail to vacate the rental unit pursuant to the terms of the order after being served, the order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court.

The tenant is cautioned that costs of such enforcement, **such as bailiff costs and filing fees**, are recoverable from the tenant.

Conclusion

The tenancy has been ordered ended on August 31, 2021.

The landlord's application for an order of possession of the rental unit is granted.

The landlord has been issued an order of possession of the rental unit, effective two days after service of the order upon the tenant.

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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: November 19, 2021

Residential Tenancy Branch