



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Skima Holdings Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, FFL

### Introduction

The Landlord, via their agent, filed an Application for Dispute Resolution (the “Application”) on September 19, 2021 seeking an order of possession for the rental unit. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on February 1, 2022. In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

### Preliminary Matter

The Landlord provided each of the two Tenants (hereinafter, the “Tenant”) notice of this dispute resolution hearing via registered mail. The Landlord provided copies of the registered mail tracking information in their evidence. From this account, and a tracking record showing delivery on October 4, 2021, I am satisfied the Landlord provided proper notice of this participatory hearing. Each package included the Landlord’s prepared documentary evidence.

The Tenant did not provide documentary evidence for this hearing and did not attend to give testimony. In the hearing, the Landlord confirmed the Tenant inquired on whether this hearing was proceeding as scheduled. I find this is further proof that the Tenant knew about the scheduled date and time of this hearing.

### Issues to be Decided

Is the landlord entitled to an Order of Possession for cause pursuant to s. 55 of the *Act*?

Is the Landlord entitled to reimbursement of the Application filing fee, pursuant to s. 72 of the *Act*?

### Background and Evidence

The Landlord did not provide a copy of the tenancy agreement in their evidence; however, they provided basic information on their Application, and spoke to the relevant terms in the hearing. The tenancy began on June 1, 2002. The rent amount, as of the time the Landlord started the end-of-tenancy process, was \$1,014. The Tenant paid a \$287.50 security deposit at the start of the tenancy.

The Landlord issued a One-Month Notice to End Tenancy for Cause (the “One-Month Notice”) dated August 27, 2021. The reason for the Landlord seeking to end the tenancy is the Tenant’s late repeated late payment of rent. The details section on page 2 of the document lists June 2021, July 2021, and August 2021 as the calendar months when the Tenant “has not paid rent on the 1<sup>st</sup> day of the month in accordance with their rental agreement.”

As further proof of late rent payments ongoing, the Landlord submitted copies of consecutive 10-Day Notices to End Tenancy for Unpaid Rent. These are for the months of June, July, and August, September 2021. The Landlord also provided this occurred in January 2022, and with a late payment made by the Tenant, the Landlord issued a receipt to them for use and occupancy of the rental unit only.

The One-Month Notice provides that the Tenant had ten days from the date of service to apply to dispute it, or the tenancy would end on the stated effective date of September 30, 2021. The Landlord served the document by sending it registered mail to the Tenant on August 27, 2021. A Proof of Service document, and registered mail receipt with tracking information, was in the Landlord’s evidence attesting to this service.

### Analysis

The *Act* s. 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if, among other things, one or more of the following applies:

- b) the tenant is repeatedly late paying rent

Following this, s. 47(4) allows a tenant who receives a notice to end tenancy 10 days to submit an Application for Dispute Resolution to cancel the notice. Then s. 47(5) stipulates that if a tenant fails to apply within 10 days, they are conclusively presumed to have accepted that the tenancy ends on the effective date of the One-Month Notice and they must vacate the rental unit.

I have reviewed the Notice, and I find it complies with the form and content requirements of s. 52 of the *Act*. I find that the tenants did not dispute the Notice within ten days, pursuant to s. 47(4). The 10-day point was September 11, accounting for the registered mail deemed service

date of September 1 as per s. 90(a). I find that the Tenant is conclusively presumed to have accepted that the tenancy has ended in accordance with s. 47(5).

I find the Landlord had the authority to issue the One-Month Notice under s. 47 of the *Act*. I grant the landlord's request for an Order of Possession under s. 55 of the *Act*. Because the Landlord was successful in their Application, I grant them reimbursement of the Application filing fee.

### Conclusion

I grant an Order of Possession to the Landlord effective **TWO DAYS after service of this Order** on the tenant. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to s. 72, I grant the Landlord a Monetary Order in the amount of \$100 for the Application filing fee. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and 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 s. 9.1(1) of the *Act*.

Dated: February 1, 2022

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Residential Tenancy Branch