



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SINGLA BROS HOLDINGS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNDL-S, MNRL-S, MNDCL-S, FFL

Introduction

On January 27, 2022, the Landlord applied for a Dispute Resolution proceeding seeking an Order of Possession based on a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”), seeking a Monetary Order for compensation pursuant to Section 47 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

B.S. and A.R. attended the hearing as agents for the Landlord; however, the Tenant did not attend the hearing at any point during the 23-minute teleconference. At the outset of the hearing, I informed the parties that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged this term, and they provided a solemn affirmation.

A.R. advised that the Notice of Hearing and evidence package was served to the Tenant by registered mail on February 10, 2022 (the registered mail tracking number is noted on the first page of this Decision). She stated that the package was unclaimed by the Tenant and was then returned to sender. Based on the undisputed, solemnly affirmed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was deemed to have received the Landlord’s Notice of Hearing and evidence package five days after it was mailed. As such, I have accepted this evidence and will consider it when rendering this Decision.

During the hearing, I advised the Landlord that as per Rule 2.3 of the Rules of Procedure, claims made in an Application must be related to each other and that I have the discretion to sever and dismiss unrelated claims. As such, I advised the Landlord that this hearing would primarily address the Notice, that the other claims would be dismissed, and that they are at liberty to apply for these claims under a new and separate Application.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral submissions before me; however, only the

evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

B.S. advised that the tenancy started on January 1, 2017, that rent is currently established at \$1,300.00 per month, and that it is due on the first day of each month. A security deposit of \$650.00 was also paid. A copy of the written tenancy agreement was submitted as documentary evidence for consideration.

He also advised that the Notice was served to the Tenant by hand on November 30, 2021. Several reasons for service of the Notice were noted by the Landlord. A copy of this Notice was submitted as documentary evidence. He also made several submissions to explain why the Notice was served, and he referenced the documentary evidence submitted to support this position. He stated that the Tenant did not dispute this Notice.

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

The undisputed evidence is that the Notice was served directly to the Tenant on November 30, 2021. According to Section 47(4) of the *Act*, the Tenant has 10 days to dispute this Notice, and Section 47(5) of the *Act* states that “*If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date.*”

After being served the Notice, the tenth day fell on Friday December 10, 2021 and the undisputed evidence is that the Tenant did not make an Application to dispute this Notice. I find it important to note that the information with respect to the Tenant's right to dispute the Notice is provided on the third page of the Notice.

Ultimately, as the Tenant did not dispute the Notice, I am satisfied that the Tenant has been conclusively presumed to have accepted the Notice. As such, I find that the Landlord is entitled to an Order of Possession effective **two days after service of this Order** on the Tenant.

As the Landlord was successful in these claims, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this Application. Pursuant to Sections 67 and 72 of the *Act*, I allow the Landlord to retain a portion of the security deposit in satisfaction of this debt outstanding.

Conclusion

I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenant. This Order must be served on the Tenant by the Landlord. 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.

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: March 17, 2022

Residential Tenancy Branch