



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

**File No: 310054671**

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78, as amended

Between

**Brent Levangie, Landlord(s),**  
Applicant(s)

And

**Sam Ka Tin Hong, Tenant(s),**  
Respondent(s)

Regarding a rental unit at: #1202 3663 Crowley Drive, Vancouver, BC

Date of Hearing: March 11, 2022, by conference call.

Date of Decision: March 11, 2022

Attending:

For the Landlord: Brent Levangie

For the Tenant: No one



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPC, FFL

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession.

The hearing was conducted via teleconference and was attended by the landlord only.

The landlord provided documentary evidence to confirm testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on November 24, 2021, in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5<sup>th</sup> day after they have been mailed.

Based on the documentary evidence of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for cause and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 47, 55, 67, and 72 of the *Act*.

### Background and Evidence

The landlord submitted into evidence the following relevant documents:

- A copy of a tenancy agreement signed by the parties on January 19, 2014 for a one year and one day fixed term tenancy beginning on February 1, 2014 that converted to a month to month tenancy on February 2, 2015 for a monthly rent of \$1,300.00 due on the 1<sup>st</sup> of each month with a security deposit of \$650.00 paid;
- A copy of a Notice of Rent Increase to be effective on September 1, 2018, increasing the rent to \$1,352.00; and

- A copy of an unsigned One Month Notice to End Tenancy for Cause dated October 2, 2021 with an effective vacancy date of November 30, 2021 citing the tenant has been repeatedly late paying rent.

The landlord testified that the Notice to End Tenancy for Unpaid Rent was served to the tenant by posting it on the door of the rental unit on October 2, 2021 and that this service was witnessed by a third party.

I also note that in the email messages that the landlord submitted into evidence the tenant confirms, in an email dated October 2, 2021 at 10:007 p.m. that he had received the Notice to End Tenancy.

The landlord testified that the One Month Notice to End Tenancy for Cause submitted into evidence was a copy made at the same time he printed the Notice he served to the tenant. He confirms that he signed the one he provided to the tenant.

The landlord has confirmed the tenant has paid rent for the month of March 2022.

### Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if the tenant is repeatedly late paying rent. Residential Tenancy Policy Guideline #38 states that three late payments are the minimum number sufficient to justify a notice under these provisions. The guideline goes on to say that it does not matter whether the late payments are consecutive, however if the late payments are far apart an arbitrator may determine that the tenant cannot be said to be repeatedly late.

Section 47(2) of the *Act* states that a notice under this section must end the tenancy effective on a date that is not earlier than one month after the date the notice is received, and the day before the day in the month, that rent is payable under the tenancy agreement.

Section 47(4) allows a tenant to dispute a notice under Section 47 by making an application for dispute resolution within 10 days after the date the tenant **receives** the notice. I accept the landlord's undisputed testimony and evidence that the Notice was served by posting it to the rental unit door on October 2, 2021 and find it was received by the tenant on the same date. As such, I find the tenant had until October 12, 2021 to submit an Application for Dispute Resolution seeking to cancel the One Month Notice. There is no evidence before that the tenant has disputed this Notice.

Therefore, pursuant to Section 47(5), I find the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the notice and must vacate the rental unit.

Section 52 of the *Act* requires that in order to be effective, a notice to end a tenancy issued by the landlord must be in writing and must

- (a) be signed and dated by the landlord giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) state the grounds for ending the tenancy,
- (e) when given by a landlord, be in the approved form.

I am satisfied, based on the landlord's undisputed evidence and testimony, the Notice to End Tenancy complies with the requirements set forth in Section 52 of the *Act*.

### Conclusion

I find the landlord is entitled to an order of possession effective **March 31, 2022 after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$100.00** comprised of the fee paid by the landlord for this application.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may either deduct this amount from the security deposit held or file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court, but not both.

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 11, 2022

---

Residential Tenancy Branch