



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPC

### Introduction

This hearing was scheduled to convene at 11:00 a.m. on June 2, 2022 concerning an application made by the landlords seeking an Order of Possession for cause.

One of the named landlords attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenant joined the call.

The landlord testified that the tenant was served with the Notice of Dispute Resolution Proceeding, evidence and all required documents by registered mail on March 4, 2022 and has provided a Registered Domestic Customer Receipt addressed to the tenant at the address of the rental unit, as well as a Canada Post cash register receipt bearing that date, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence and the testimony of the landlord has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

Has the landlord established that the One Month Notice to End Tenancy for Cause was issued in accordance with the *Residential Tenancy Act*?

### Background and Evidence

The landlord testified that this month-to-month tenancy began on April 1, 2015 and as far as the landlord is aware, the tenant still resides in the rental unit. Rent in the amount

of \$675.00 is payable on the 1<sup>st</sup> day of each month. At the outset of the tenancy the landlords collected a security deposit from the tenant in the amount of \$337.50 which is still held in trust by the landlords, and no pet damage deposit was collected. The rental unit is a cabin on property containing other rentals as well. The landlords do not reside on the property, and a copy of the tenancy agreement has been provided as evidence for this hearing.

The landlord further testified that someone had broken into the laundry facility and damaged the coin operated laundry machines. The tenant asked to bring in his own washer and dryer, and the landlords agreed, however due to the extra space being rented, the parties orally agreed to increase rent to \$700.00 per month. Other tenants on the property used the tenant's washer and dryer, and the landlords were aware of that. The landlords purchased the washer and dryer from the tenant in March, 2021 and rent was reduced to its original amount of \$675.00 per month. The landlord clarified that in June, 2020 the tenant's rent was \$675.00 and in July, 2020 the tenant commenced paying \$700.00 per month. In March, 2021 the rent went back to \$675.00 per month.

On October 21, 2021 the landlord served the tenant with a One Month Notice to End Tenancy for Cause (the Notice) by posting it to the door of the rental unit, with a witness present. A proof of service document signed by the landlord and the witness has also been provided for this hearing. The Notice is dated October 21, 2021 and contains an effective date of vacancy of November 30, 2021. The reason for issuing it states: Tenant is repeatedly late paying rent.

The landlords have also provided a document setting out the dates that rent was paid, and the landlord testified that the document is true. It shows that:

- in October, 2020 the tenant paid \$700.00 on October 5, 2020;
- in November, 2020 the tenant paid \$600.00 on November 18, 2020 and \$300.00 on November 20, 2020, and \$200.00 was applied to December's rent.
- On December 15, 2020 the tenant paid the balance of \$500.00 on December 15, 2020;
- Rent for March was paid on March 3, 2021 in the amount of \$385.00, and the balance was waived for the landlords' purchase of the washer and dryer;
- April's rent was paid in 2 instalments of \$500.00 on April 16, 2021 and \$175.00 on April 23, 2021;
- On June 7, 2021 the tenant paid rent for June, 2021;

- Rent for July, 2021 was paid in instalments of \$550.00 on July 6 and \$150.00 on July 9, 2021;
- Rent for October, 2021 was paid in instalments of \$200.00 on October 8 and \$475.00 on October 15, 2021.

The landlords filed the Application for Dispute Resolution on February 22, 2022, and received the notice to serve on the tenant on March 1, 2022. The landlord spoke to the tenant about rental arrears and gave the tenant time to correct the breach before making this application, however rent for this month (June, 2022) has not yet been paid.

The tenant has not served the landlords with an Application for Dispute Resolution disputing the Notice and the landlords seek an Order of Possession.

### Analysis

The *Residential Tenancy Act* specifies that where a tenant is served with a One Month Notice to End Tenancy for Cause (the Notice), the tenant has 10 days to dispute it. If the tenant fails to do so, the tenant is conclusively presumed to have accepted the end of the tenancy.

In this case, I accept the undisputed testimony of the landlord that the Notice was served on October 21, 2021 by posting it to the door of the rental unit, which is deemed to have been served 3 days later, or October 24, 2021. The landlord testified that the tenant has not served the landlord with an application disputing the Notice, and I have no such application before me. Therefore, I find that the tenant is conclusively presumed to have accepted the end of the tenancy.

I have also reviewed the document setting out the dates that the tenant paid rent, and I am satisfied that the landlords have established cause to issue the Notice. Therefore, I grant an Order of Possession in favour of the landlords. Since the effective date of vacancy has passed, I grant the Order of Possession effective on 2 days notice to the tenant.

Since the landlords have been successful with the application, the landlords are also entitled to recovery of the \$100.00 filing fee. I grant a monetary order in favour of the landlords as against the tenant in that amount, and I order that the landlords be permitted to keep that amount from the security deposit held in trust, or may otherwise recover it by filing the order for enforcement in the Provincial Court of British Columbia, Small Claims division as a judgment.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlords effective on 2 days notice to the tenant.

I further grant a monetary order in favour of the landlords as against the tenant in the amount of \$100.00 and I order that the landlords be permitted to keep that amount from the security deposit held in trust, or may otherwise recover it.

This order is final and binding and may be enforced.

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: June 02, 2022

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Residential Tenancy Branch