



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT LIMITED PARTNERSHIP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes    OPC, FFL

### Introduction

This matter was convened to hear an Application for Dispute Resolution made by the Landlord on August 31, 2022. The Landlord seeks the following relief pursuant to the Residential Tenancy Act (the Act):

- an order of possession based on a One Month Notice to End Tenancy for Cause dated August 3, 2022 (the One Month Notice); and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by CM, an agent, who provided a solemn affirmation at the beginning of the hearing. The Tenant did not attend the hearing.

On behalf of the Landlord, CM advised that the Landlord served the Tenant with the Notice of Dispute Resolution Proceeding package by registered mail on September 17, 2022. Copies of Canada Post registered mail receipts confirming the date and time of purchase and including the tracking number were submitted in support. Pursuant to sections 89 and 90 of the Act, I find these documents are deemed to have been received by the Tenant on September 22, 2022, five days after they were mailed.

CM was given the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issues to be Decided

1. Is the Landlord entitled to an order of possession?
2. Is the Landlord entitled to recover the filing fee?

### Background and Evidence

On behalf of the Landlord, CM testified that the tenancy began on November 1, 2018. Currently, rent of \$1,924.69 per month is due on the first day of each month. The Tenant paid a security deposit of \$925.00, which the Landlord holds. A copy of the signed tenancy agreement was submitted into evidence.

CM testified that the One Month Notice was served on the Tenant by registered mail on August 3, 2022. Copies of Canada Post registered mail receipts confirming the date and time of purchase and including the tracking number were submitted in support. The One Month Notice was issued on the basis that the Tenant is repeatedly late paying rent. Specifically, CM testified the Tenant has paid rent late every month in 2022.

The One Month Notice is signed and dated, gives the address of the rental unit, states the effective date, states the grounds for ending the tenancy, and is in the approved form.

As noted above, the Tenant did not attend the hearing to dispute the Landlord's evidence.

### Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 47(1)(b) of the Act permits a landlord to take steps to end a tenancy when a tenant is repeatedly late paying rent by issuing a notice to end tenancy in the approved form. The notice must comply with the form and content requirements of section 52 of the Act. Section 47(4) of the Act confirms that a tenant has 10 days after receipt of a notice to end tenancy issued under this section to dispute it by making an application for dispute resolution. If a tenant fails to dispute a notice to end tenancy within 10 days after receipt, section 47(5) of the Act confirms the Tenant is conclusively presumed to have accepted the tenancy ends on the effective date of the notice and must vacate the rental unit.

In this case, I find that the One Month Notice was served on the Tenant by registered mail on August 3, 2022. Pursuant to sections 88 and 90 of the Act, documents served in this manner are deemed to be received five days later. Therefore, I find the One Month Notice is deemed to have been received by the Tenant on August 8, 2022. I also find the One Month Notice complies with the form and content requirements of section 52 of the Act.

Pursuant to section 47(4) of the Act, the Tenant had until August 18, 2022, to dispute the One Month Notice by filing an application for dispute resolution. I find there is insufficient evidence before me to conclude the Tenant did so. Therefore, pursuant to section 47(5) of the Act, I find the Tenant is conclusively presumed to have accepted the tenancy ended on the effective date of the One Month Notice and must vacate the rental unit.

Considering the above, I find the Landlord is entitled to an order of possession, which will be effective two days after it is served on the Tenant.

Having been successful, I also find the Landlord is also entitled to recover the \$100.00 filing fee paid to make the application. I order that \$100.00 may be retained from the security deposit held, leaving a balance of \$825.00.

Conclusion

The Landlord is granted an order of possession which will be effective two days after it is served on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

The Landlord is permitted to retain \$100.00 from the security deposit held in recovery of the filing fee paid to make the application.

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: November 29, 2022

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Residential Tenancy Branch