



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PACIFIC QUORUM PROPERTIES  
INC. 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 16, 2022 (the One Month Notice); and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by JE, an agent, who provided affirmed testimony. The Tenant did not attend the hearing.

On behalf of the Landlord, JE testified that the Tenant was served with the Notice of Dispute Resolution Proceeding package by registered mail on September 15, 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 20, 2022, five days after they were mailed.

As noted above, the Tenant did not attend the hearing and did not submit documentary evidence in response to the application.

JE 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, JE testified that the tenancy began on April 15, 2021. Rent is currently \$964.25 per month and is due on or before the first day of each month. JE confirmed the Tenant paid a security deposit of \$475.00, which the Landlord holds. A copy of the signed tenancy agreement was submitted into evidence.

JE testified that the One Month Notice was served on the Tenant by leaving a copy in the mailbox at the rental unit on August 16, 2022. A copy of the One Month Notice was submitted into evidence. 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.

The One Month Notice was issued on the bases that the Tenant breached a material term of the tenancy agreement and/or sublet the rental unit without the Landlord's written consent. Specifically, JE testified that he attended the rental unit and discovered that the Tenant sublet the rental unit without the Landlord's written consent.

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 of the Act permits a landlord to take steps to end a tenancy by issuing a notice to end tenancy for cause in the approved form. The notice must comply with the form and content requirements found in section 52 of the Act. A tenant has 10 days after receipt of a notice to end tenancy for cause to dispute it by making an application for dispute resolution. Failure to dispute the notice to end tenancy for cause within 10 days after receipt results in the conclusive presumption that the tenant has 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 leaving a copy in the mailbox at the rental unit on August 16, 2022. Pursuant to sections 88 and 90 of the Act, documents served in this manner are deemed to be received three days later. Therefore, I find the One Month Notice is deemed to have been received by the Tenant on August 19, 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 29, 2022, to dispute the One Month Notice by filing an application for dispute resolution. I find there is no 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 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 deducted from the security deposit held, leaving a balance of \$375.00.

### 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 must be 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 granted an order permitting it to retain \$100.00 from the security deposit held in satisfaction of the filing fee paid to make the application. The balance of the security deposit held must be dealt with in accordance with section 38 of the Act.

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 18, 2022

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Residential Tenancy Branch