



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held on November 29, 2022. The Landlord applied for 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 (the Notice); and,
- to recover the filing fee from the tenant for the cost of this application.

The Landlord attended the hearing. However, the Tenant did not attend the hearing. The Landlord provided registered mail tracking information showing he mailed (to the rental unit) the Notice of Dispute Resolution Proceeding and evidence to the Tenant on November 10, 2022. Pursuant to section 90 of the Act, the Tenant is deemed served with this package 5 days after it was mailed.

The Landlord was given a full opportunity to be heard, to present evidence and to make submissions. 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.

### Issue to be Decided

- Is the landlord entitled to an order of possession under the *Act*?

### Background and Evidence

The Landlord stated that he served the Tenant with the Notice by posting it to his front door on May 17, 2022. The Landlord provided a proof of service document to show that this service was witnessed by a third party.

The Notice indicates that the Tenant is repeatedly late paying rent. The Landlord stated that the Tenant has been late paying rent at least 4 times this year, prior to the issuance of this Notice (Feb, Mar, Apr, May).

### Analysis

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

After reviewing the Notice, I am satisfied that it complies with section 52 of the *Act [form and content of notice to end tenancy]*. Section 47 of the *Act* permits a landlord to end a tenancy for cause. A tenant who receives a notice to end tenancy for cause has 10 days after receipt to dispute it by making an application for dispute resolution. Failure to dispute the notice to end tenancy for cause in this period results in the conclusive presumption that the tenant has accepted the end of the tenancy, under section 47(5) of the *Act*.

In this case, the Landlord issued the Notice because the Tenant is repeatedly late paying rent. Based on the Landlord's testimony and the Proof of Service document submitted, I am satisfied that the Landlord served the Tenant with the Notice, by placing the package on the Tenant's front door on May 17, 2022. Pursuant to sections 88 and 90 of the *Act*, documents served in this manner are deemed to be received 3 days later. I find the Tenant received the Notice on May 20, 2022.

The Tenant had 10 days, until May 30, 2022, to dispute the notice, but did not do so. Accordingly, pursuant to section 47(5) of the *Act*, I find the tenant is conclusively presumed to have accepted the end of the tenancy on the effective date of the Notice.

Therefore, the Landlord is entitled to an order of possession, which will be effective **two days after service** on the tenant. The Landlord is entitled to the recovery of the filing fee in the amount of \$100.00, which may be deducted from the security deposit held.

Conclusion

The landlord is granted an order of possession effective **two days 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.

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 30, 2022

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Residential Tenancy Branch