



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SURREY VILLAGE HOLDINGS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FFL

Introduction

The Landlord filed an Application for Dispute Resolution (the “Application”) on August 24, 2022 seeking an order of possession for the rental unit. Additionally, they applied for a reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on January 13, 2023. In the conference call hearing, I explained the process and provided the attending party the opportunity to ask questions.

Preliminary Matter – notification to the Respondent Tenant

To proceed with this hearing, I must be satisfied that the Landlord made reasonable attempts to serve the Tenant with this Notice of Dispute Resolution Proceeding. This means the Landlord must provide proof that they served the document in a verified manner allowed under s. 89 of the *Act*, and I must accept that evidence.

In the hearing, the Landlord stated they served the Notice of Dispute Resolution Proceeding to the Tenant via registered mail. The receipt and registered mail label they provided (with tracking # information) shows the Landlord’s transaction at the post office on September 14, 2022, after they received the Notice of Dispute Resolution Proceeding from the Residential Tenancy Branch. This was to the rental unit where the Tenant resided on that date. The Landlord also made a later delivery of their evidence for this hearing, on December 21, 2022.

I accept the Landlord’s evidence that they served the Notice, including their evidence, to the Tenant with registered mail. This is sufficient for the purposes of the *Act*. Based on the submissions of the Landlord, I accept they served notice of this hearing and their evidence in a manner complying with s. 89(1)(c) of the *Act*. The hearing proceeded in the Tenant’s absence.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession for cause pursuant to s. 55 of the *Act*?

Is the Landlord entitled to reimbursement of the Application filing fee?

Background and Evidence

The Landlord submitted a copy of the residential tenancy agreement between the parties. The tenancy started on December 1, 1995, with the Tenant listed as one of two tenants in that agreement. The agreement shows that the Tenant paid a \$350 security deposit.

The Landlord submitted as evidence a copy of the One-Month Notice to End Tenancy for Cause (the "One Month Notice") dated July 20, 2022. The reasons for the issuance of the document are: the tenant put the landlord's property at significant risk; and the Tenant breached a term of the tenancy agreement that was not corrected in a reasonable time after written notice to do so. The One Month Notice provides that the tenant had ten days from the date of service to apply for Dispute Resolution or the tenancy would end on the stated effective vacant date of August 31, 2022.

The Landlord served the document by attaching it to the door of the rental unit on July 20, 2022. The "Tenant verbally confirmed [they] received it.", as the Landlord set out on the Proof of Service of the Notice to End Tenancy they provided in their evidence.

As of the date of the hearing, the Landlord advised the Tenant is remains occupying the rental unit.

The Landlord provided brief testimony that covered details on the One-Month Notice. This involves the Tenant's cooperation on eradicating a bed bug infestation. The Landlord set out they documented all interactions and notifications to the Tenant, as appears in their evidence for this hearing.

The Tenant did not attend the hearing. There is no documentary evidence from the Tenant submitted to respond to the reasons for the issuance of the One Month Notice.

Analysis

The *Act* s. 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if, among other things, one or more of the listed conditions in that section applies.

Following this, s. 47(4) allows a tenant who receives a notice to end tenancy 10 days to submit an Application for Dispute Resolution to cancel the notice. Then, s. 47(5) stipulates that if a tenant fails to apply within 10 days, they are conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and they must vacate the rental unit.

I have reviewed the One-Month Notice, and I find it complies with the form and content requirements of s. 52 of the *Act*. I find that the Tenant did not dispute the Notice within ten days, pursuant to s. 47(4). I find that the Tenant here is conclusively presumed to have accepted that the tenancy has ended in accordance with s. 47(5).

I grant the Landlord's request for an Order of Possession under s. 55 of the *Act*.

I order the Landlord to retain \$100 from the Tenant's security deposit of \$350, in full satisfaction of the monetary award for the filing fee. The remainder of the Tenant's security deposit of \$350 will be dealt with at the end of this tenancy in accordance with s. 38 of the *Act*.

Conclusion

I grant an Order of Possession to the Landlord effective **TWO DAYS after service of this Order** on the Tenant. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: January 13, 2023

Residential Tenancy Branch