



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

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 February 1, 2018. 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)

Both parties attended the hearing and provided affirmed testimony. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. The Tenant confirmed receipt of the Landlord's Notice of Dispute Resolution Proceeding and evidence package. The Tenant did not provide any documentary evidence.

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, evidence, and analysis

The Landlord testified that he served the Tenant with a One Month Notice to End Tenancy for Cause (the Notice), by posting a copy to the door of the rental unit on July 27, 2022. The Tenant denies being served a Notice. A copy of the Notice was provided

into evidence, along with a proof of service document, showing the Landlord posted the Notice to the Tenant's door on July 27, 2022, and this was witnessed by the 3rd party.

I find as follows:

Pursuant to section 90 of the Act, I find the Tenant is deemed to have received the Notice 3 days after it was posted, on July 30, 2022. This service was corroborated by a third party witness, and a proof of service document.

The Notice indicates multiple reasons for ending the tenancy, and includes a "details of cause" section to explain the specifics. The Landlord stated they gave ample time for the Tenant to comply with their concerns, but he did not. The Tenant feels he has not breached any part of his tenancy agreement or the Act.

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.

In this case, the Tenant is deemed to have received the Notice on July 30, 2022, and the Tenant had 10 days, until August 10, 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.

As such, I find the Landlord is entitled to an order of possession, which will be effective 2 days after it is served on the Tenant.

As the Landlord's application was successful, and pursuant to section 72 of the Act I grant the Landlord the recovery of the cost of the filing fee in the amount of **\$100.00**. I **authorize** the landlord to retain \$100.00 from the Tenant's security deposit in full satisfaction of the recovery of the cost of the filing fee.

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: May 2, 2023