



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding HARRON INVESTMENTS INC.
and [tenant name suppressed to protect privacy]

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 June 2, 2023. 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 she mailed (to the rental unit) the Notice of Hearing and evidence to the Tenant on January 24, 2023. Pursuant to section 90 of the Act, the Tenants are deemed served with this package 5 days after they were 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 Tenants with the Notice by sending a copy by registered mail on December 23, 2022. Mail tracking information was provided into evidence.

The Notice indicates that the Tenant breached a material term of the tenancy agreement by getting a pet, without permission, and they failed to removed the pet when given a written warning of the breach.

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*.

Based on the Landlord's testimony and evidence, I am satisfied that the Landlord served the Tenants with the Notice, sent by registered mail on December 23, 2022. Pursuant to sections 90 of the *Act*, documents served in this manner are deemed to be received 5 days later. I find the Tenants are deemed to have received the Notice on December 28, 2022.

The Tenants had 10 days, until January 7, 2023, to dispute the notice, but did not do so. Accordingly, pursuant to section 47(5) of the *Act*, I find the tenants are conclusively presumed to have accepted the end of the tenancy on the effective date of the Notice.

Pursuant to section 72 of the *Act*, I award the recovery of the filing fee paid by the Landlord. The Landlord may retain \$100.00 from the security deposit held.

Conclusion

The landlord is granted an order of possession effective **two days after service** on the tenants. This order must be served on the tenants. If the tenants fail 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: June 06, 2023

Residential Tenancy Branch