



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order of possession for cause pursuant to section 55;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing. The tenant acknowledged service of the landlord's application for dispute resolution.

Issues

Is the landlord entitled to an order of possession pursuant to a One Month Notice to End Tenancy for Cause (the One Month Notice)?

Is the landlord entitled to recover its filing fee?

Background and Evidence

The tenancy began on October 1, 2020. The current monthly rent is \$3200.00 payable on the 1st day of each month. The tenant paid a security deposit of \$1500.00 at the start of the tenancy which the landlord continues to hold.

The landlord testified that on April 3, 2023 the One Month Notice dated March 5, 2023 was sent to the tenant by registered mail. A registered mail receipt and tracking number was provided in support of service. The effective date of the One Month Notice was May 3, 2023, which is automatically corrected to May 31, 2023 pursuant to section 53 of the Act.

The tenant acknowledged receipt of the One Month Notice. The tenant has not vacated the rental unit as per the effective date of the Notice or filed an application to dispute the One Month Notice. The tenant subsequently stated that although she goes the

registered mail package from the landlord she did not actually go pick up her mail and just assumed it was the One Month Notice. The tenant stated she was not therefore aware she needed to file a dispute.

Analysis

Section 47 of the Act contains provisions by which a landlord may end a tenancy for cause by giving a notice to end tenancy. Under this section, the tenant may make a dispute application within ten days of receiving the One Month Notice. If the tenant does not make an application for dispute within ten days, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the One Month Notice. A notice given under this section must comply with the form and content requirements of section 52 of the Act.

Pursuant to section 55(2)(b) of the *Act*, a landlord may request an order of possession of a rental unit if: a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired.

I find the tenant to be deemed served with the One Month Notice on April 8, 2023, five days after its mailing, pursuant to sections 88 & 90 of the Act. As the tenant did not make an application to dispute the notice within 10 days of receiving it, the tenant is conclusively presumed to have accepted the end of the tenancy. The tenant should have collected the registered mail package and if she had she would have been aware of the requirement to dispute the One Month Notice as the information is clearly provided on the Notice.

Section 52 of the Act states as follows:

In order to be effective, a notice to end a tenancy must be in writing and must:

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

I find that the One Month Notice served by the landlord is in compliance with the form and content requirements of section 52 of the Act. The Notice was signed and dated by the landlord, provided the address of the rental unit, stated the effective date of the Notice, stated the grounds for ending the tenancy and was in the approved form.

Therefore, the landlord is entitled to an Order of Possession pursuant to section 55 of the Act.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application. This amount can be retained from the security deposit.

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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 01, 2023

Residential Tenancy Branch