



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rockwell Management Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FF

Introduction

This was a hearing with respect to the landlord's application for an order for possession pursuant to a one month Notice to End Tenancy for cause. The hearing was conducted by conference call. The landlord's representative and the tenants called in and participated in the hearing. The landlord served the tenants with the application for dispute resolution and Notice of Hearing by registered mail. The tenants acknowledged that they received the application and Notice of Hearing. The landlord submitted documentary evidence before the hearing, but it was not placed on the file and not available at the time of the hearing. I received and reviewed the landlord's evidence after the hearing.

Issue(s) to be Decided

Is the landlord entitled to an order for possession?

Background and Evidence

The rental unit is an apartment in Vancouver. The tenancy began on August 15, 2014 for a one year term and thereafter on a month to month basis. On July 30, 2014 the landlord served the tenants with a one month Notice to End Tenancy for cause by posting the Notice to End Tenancy to the door of the rental unit. The posting of the Notice was performed by the landlord's manager in the presence of a witness. The Notice to End Tenancy required the tenants to move out by August 31, 2014. The landlord's representative testified that the Notice was given after received noise complaints from the City and from nearby resident from a neighbouring building about noise and drug related activities involving the tenants. The tenants said at the hearing that they did not receive the Notice to End Tenancy and they disputed the grounds claimed by the landlord for seeking to end their tenancy.

Analysis

Section 90 of the *Residential Tenancy Act* provides that a document that is attached to the door of the rental unit is deemed to have been served on the third day after it is attached. The Notice was posted on July 30, 2014 and it is deemed to have been received on August 3, 2014. The landlord provided clear and explicit evidence as to the service of the Notice to End Tenancy. The tenants denied receiving the Notice, I found their denial to be convenient, but not credible and I find that they did receive the Notice to End Tenancy but chose to ignore it. The tenants have not disputed the Notice to End and pursuant to section 47 (5) of the Act, they are conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy. The earliest date that the Notice to End Tenancy could be effective was September 30, 2014. I find that the tenancy has ended pursuant to the Notice to End Tenancy for cause dated July 30, 2014.

Conclusion

The landlord's application is allowed. I grant the landlord an order for possession effective two days after service on the tenants. This order may be filed in the Supreme Court and enforced as an order of that court. The landlord is entitled to recover the filing fee for this application and it may retain the sum of \$50.00 from the security deposit that it holds.

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 19, 2014

Residential Tenancy Branch

