



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNDCL-S, MNRL-S, FFL

Introduction

This hearing was scheduled to convene at 9:30 a.m. this date by way of conference call concerning an application made by the landlords seeking an Order of Possession for cause; a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; a monetary order for unpaid rent or utilities; an order permitting the landlords to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

Both landlords attended the hearing, and one gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call. The landlord testified that the tenant was served with the Application for Dispute Resolution and notice of this hearing, along with the evidentiary material by registered mail on August 16, 2020. The landlords were permitted to provide proof of such service after the hearing had concluded. I have now received a Canada Post cash register receipt bearing that date and a Canada Post tracking document also bearing that date, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

At the commencement of the hearing the landlords applied to amend the application by including the surname of both landlords, and the frontal page of this Decision reflects that amendment.

Also, during the course of the hearing, the landlords withdrew all applications with the exception of the application for an Order of Possession.

Issue(s) to be Decided

Are the landlords entitled under the *Residential Tenancy Act* to an Order of Possession for cause?

Background and Evidence

The landlord testified that this tenancy began on January 1, 2020 and the tenant still resides in the rental unit. Rent in the amount of \$1,200.00 is payable on the 1st day of each month and there are presently no rental arrears. At the outset of the tenancy the landlords collected a security deposit from the tenant in the amount of \$600.00 which is still held in trust by the landlords, and no pet damage deposit was collected. The rental unit is a condominium apartment, and a copy of the tenancy agreement has been provided as evidence for this hearing.

The landlord further testified that on July 10, 2020 the landlords served the tenant with a One Month Notice to End Tenancy For Cause or End of Employment (the Notice) by registered mail, and a copy has been provided for this hearing. It is dated July 10, 2020 and contains an effective date of vacancy of August 31, 2020. The reasons for issuing it state:

- Tenant or a person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord;
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
 - put the landlord's property at significant risk;
- Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park;
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlords have provided a copy of a Canada Post cash register receipt and Registered Domestic Customer Receipt dated July 10, 2020 as evidence of serving the Notice. The tenant has not served the landlords with an Application for Dispute Resolution disputing the Notice.

The tenant has paid all monetary claims made by the landlords, and the landlords seek only an Order of Possession, and are content with an effective date of vacancy of September 30, 2020.

Analysis

The *Residential Tenancy Act* specifies that a tenant has 10 days to dispute a One Month Notice to End Tenancy For Cause or End of Employment (the Notice) from the date of service or deemed service. If the tenant does not dispute the Notice, the tenant

is conclusively presumed to have accepted the end of the tenancy and must move out by the effective date of vacancy contained in the Notice. The landlords have provided proof that the tenant was served with the Notice by registered mail on July 10, 2020, which is deemed to have been served 5 days later, or July 15, 2020. The tenant had 10 days from that date to file a dispute, however the landlord testified that the tenant has not served the landlords with an Application for Dispute Resolution, and I have no such application before me. Therefore, I find that the tenant is conclusively presumed to have accepted the end of the tenancy and the landlords are entitled to an Order of Possession. Since the landlords have indicated that they would be content with an effective date of vacancy of September 30, 2020, I so order.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlords effective at 1:00 p.m. on September 30, 2020.

This order is final and binding and may be enforced.

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: September 18, 2020

Residential Tenancy Branch