



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held on January 4, 2022. 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 Landlord provided affirmed testimony at the hearing. The Tenant did not attend the hearing.

The Landlord testified that he sent the Notice of Hearing and evidence package by registered mail on November 18, 2021. Proof of mailing was provided at the hearing. Pursuant to sections 89 and 90 of the *Act*, documents served in this manner are deemed to be received 5 days later. I find the Tenant is deemed to have received the Notice of Hearing on November 23, 2021.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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 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 November 2, 2021. The Landlord listed the effective date of the Notice as December 2, 2021.

The Notice indicates the reasons for ending the tenancy was due to repeated late payment of rent.

Under the details of cause(s) section of the Notice, the Landlord listed the months the Tenant was late paying rent.

Analysis

Based on the affirmed testimony and documentary evidence, and on a balance of probabilities, I find:

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 Landlord issued the Notice on the basis indicated above. Based on the Landlord's testimony, I am satisfied that the Landlord served the Tenant with the Notice, by posting a copy to the door of the rental unit on November 2, 2021. The Landlord issued this Notice for cause, under section 47(1) of the *Act*. Pursuant to sections 88 and 90 of the *Act*, documents served in this manner are deemed to be received 3 days later. I find the Tenant received the Notice on November 5, 2021.

The Tenant had 10 days, until November 15, 2021, 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.

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

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

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: January 04, 2022

Residential Tenancy Branch