



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1274020 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FFL

Introduction

This hearing was scheduled to convene at 9:30 a.m. on October 26, 2023 by way of conference call concerning an application made by the landlord seeking an order of possession for cause and to recover the filing fee from the tenant for the cost of the application.

An agent for the landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. 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's agent testified that the tenant was served with the Notice of Dispute Resolution Proceeding and all other required documents, including some of the evidence, by registered mail on July 21, 2023 and orally provided a tracking number. The Canada Post website confirms that service, and I find that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence, except the late evidence that was not provided to the tenant, has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Has the landlord established that the One Month Notice to End Tenancy For Cause was issued in accordance with the *Residential Tenancy Act*?

Background and Evidence

The landlord's agent testified that this fixed-term tenancy began on June 1, 2022 and reverted to a month-to-month tenancy after May 31, 2023, and the tenant still resides in the rental unit. Rent in the amount of \$2,500.00 was payable on the 1st day of each month which was increased to \$2,550.00 effective August 1, 2023, and there are no rental arrears. On May 18, 2023 the landlord collected a security deposit from the tenant in the amount of \$1,250.00 as well as a pet damage deposit in the amount of \$1,250.00, both of which are still held in trust by the landlord.

The landlord's agent further testified that on June 2, 2023 the landlord served the tenant with a One Month Notice to End Tenancy For Cause by registered mail and a copy has been provided for this hearing. It is dated June 2, 2023 and contains an effective date of vacancy of July 31, 2023. The reason for issuing it states: Tenant is repeatedly late paying rent.

The tenant has been late with the rent every month, and the landlord has provided text messages requesting payments as well as e-Transfer memos from March, 2023 to July, 2023 showing that the rent payments were made on the 2nd day of each month, with the exception of July, 2023 which was paid on the 4th day of the month.

The landlord has not been served with an Application for Dispute Resolution disputing the One Month Notice to End Tenancy For Cause.

Analysis

Firstly, the *Residential Tenancy Act* specifies that rent must be paid when it is due. I accept the undisputed testimony of the landlord's agent that the tenant has been repeatedly late with the rent.

The law also states that once served with a One Month Notice to End Tenancy For Cause (the Notice) the tenant has 10 days to dispute it by filing and serving the landlord with an Application for Dispute Resolution. If the tenant fails to do so, the tenant is conclusively presumed to have accepted the end of the tenancy. In this case, I have reviewed the Notice, and I find that it is in the approved form and contains information required by the *Act*. The tenant did not attend the hearing, and the landlord testified that the landlord has not been served with an Application for Dispute Resolution by the tenant disputing the Notice, 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 landlord is entitled to an order of possession.

Since the effective date of vacancy has passed, I grant the order of possession effective on 2 days notice to the tenant. The tenant must be served with the order of possession which may be enforced in the Supreme Court of British Columbia.

Since the landlord has been successful with the application the landlord is also entitled to recover the \$100.00 filing fee from the tenant. I grant a monetary order in favour of the landlord in that amount, and I order that the landlord may keep that amount from the security deposit held in trust, or may serve the order to the tenant and file it for enforcement in the Provincial Court of British Columbia, Small Claims division as a judgment.

Conclusion

For the reasons set out above, I hereby grant an order of possession in favour of the landlord effective on 2 days notice to the tenant.

I further grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$100.00, and I order that the landlord may keep that amount from the security deposit held in trust, or may otherwise recover it.

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: October 26, 2023

Residential Tenancy Branch