



# 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 in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession pursuant to a Notice to End Tenancy for Cause - Section 47.

The Landlords and Tenant were given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Notice to End Tenancy for Cause valid?

Is the Landlord entitled to an Order of Possession?

### Background and Evidence

The tenancy began in approximately 2005. Rent in the amount of \$465.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$200.00. On September 25, 2011, the Landlord personally served the Tenant with a 1 Month Notice to End Tenancy for Cause (the “Notice”). The Notice has an effective date of October 31, 2011. The Tenant has not filed an application to dispute the Notice and has not moved out of the unit. The Landlords state that they served the Notice to the Tenant as the Tenant jeopardized the sale of the property by refusing entry on more than one occasion, after the provision of 24 hours notice of entry by the Landlords, to the Landlord in order to carry out repairs and obtain appraisals in preparation for the sale and purchase of the property. The Landlord further states that that after refusing the Landlord access into the unit, the Tenant had a “tirade, was yelling, swearing and

making threats for a length of time. The Landlord states that the Tenant hampered the first offer from a prospective purchaser by refusing entry into the unit. The Witness, a landlord-tenant liaison with a brain injury society, states that she attended the Tenant's unit on several occasions in order to assist him with understanding the Notice and the process and to offer mediation or assistance with the location of alternate housing. The Witness states that the Tenant did not answer the door on many occasions and that when she did finally obtain the opportunity to speak with the Tenant, the Tenant refused all help. The Landlord requests an Order of Possession with an effective date of December 31, 2011.

### Analysis

Section 47 of the Act requires that upon receipt of a Notice to end Tenancy for Cause, the tenant may, within ten days of receiving the notice, dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If the tenant does not dispute the Notice, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the notice and must vacate the unit by that date.

Based on the Landlord's evidence I find that the Tenant was served with the Notice and I find the Notice to be valid. The Tenant has not filed an application to dispute the notice and must vacate the unit. Given these facts, I find that the Landlord is entitled to an **Order of Possession effective 1:00 p.m. December 31, 2011.**

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### Conclusion

**I grant** an Order of Possession effective 1:00 p.m. December 31, 2011 to the Landlord. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and 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: December 07, 2011.

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Residential Tenancy Branch