



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain an Order of Possession for Cause.

Service of the hearing documents, by the Landlord to the Tenant, was done in accordance with section 89 of the *Act*, served personally to an Adult who resides with the Tenant. Based on the submissions of the Landlord I find the Tenant was served sufficient notice of this proceeding.

The Landlord appeared at the teleconference hearing and gave affirmed testimony. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Has a valid 1 Month Notice to end tenancy for cause (the Notice) been issued and served to the Tenant in accordance with sections 47, 52, and 89 of the *Residential Tenancy Act*?
2. If so, has the Landlord met the burden of proof to end this tenancy and obtain an Order of Possession in accordance with section 55 of the *Act*?

Background and Evidence

The Landlord affirmed they entered into a written month to month tenancy agreement that began on February 28, 2012. Rent is payable on the first of each month in the amount of \$550.00 and on February 28, 2012 the Tenant paid \$275.00 as the security deposit.

The Landlord stated that he served the Tenant a 1 Month Notice to end tenancy on March 7, 2012 when he personally left the Notice with the Tenant's adult roommate at the rental unit. He confirmed the Notice was issued to comply with the Supreme Court Decision he provided in his evidence.

The Landlord advised that based on his information the Tenant did not make application to dispute the Notice.

Analysis

I have carefully considered the aforementioned and the documentary evidence which included, among other things, copies of: the 1 Month Notice and the Supreme Court decision of March 15, 2012 ordering the Landlord to comply with Municipal zoning bylaws.

Upon review of the 1 Month Notice to End Tenancy, I find the Notice to be completed in accordance with the requirements of section 52 of the Act and I find that it was served upon the Tenant in a manner that complies with section 89 of the Act.

Section 47(4) of the Act stipulates that a tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice. The Tenant has not made application to dispute this notice.

Section 47(5) of the Act stipulates that if a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant (a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and (b) must vacate the rental unit by that date.

As per the aforementioned, I find this tenancy ends as of the effective date of the Notice, April 30, 2012, and I award the Landlord an Order of Possession.

Conclusion

The Landlord's decision will be accompanied by an Order of Possession effective April 30, 2012. This Order is legally binding and must be served upon the Tenant.

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: April 13, 2012.

Residential Tenancy Branch