



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

OPC, FF

Introduction

This hearing dealt with an application submitted by the landlord seeking an Order of Possession based on the One-Month Notice to End Tenancy for Cause dated April 16, 2012 and purporting to be effective May 31, 2012.

Despite being served by registered mail sent June 8, 2012, the tenant did not appear.

Issue(s) to be Decided

The issue to be determined on the landlord's application, based on the testimony and the evidence was whether the landlord is entitled to an Order of Possession based on the One-Month Notice to End Tenancy for Cause.

The burden of proof is on the landlord to justify that the Notice to End Tenancy should be enforced and an Order of Possession issued.

Background and Evidence Notice to End Tenancy

The tenancy began on April 1, 2012 with rent of \$810.00 and at which time the tenant paid a security deposit of \$405.00. The landlord testified that a One-Month Notice to End Tenancy for Cause had been served to the tenant on April 16, 2012 and was posted on the tenant's door.

The landlord testified that the tenant had not filed an application to dispute the Notice, but has not vacated the unit in compliance with the Notice either.

Analysis

Under section 47 (1) (d) (ii) of the Act, a landlord may end a tenancy by giving notice to end the tenancy if the tenant or a person permitted on the residential property by the tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

Section 47(2) states that a notice under this section must end the tenancy effective on a date that is:

- (a) not earlier than one month after the date the notice is received, and
- (b) the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

In this instance, the effective date was stated as May 31, 2012 and I find that this date complies with the one-month notice as defined in section 47(2) of the Act.

The Act states 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. However, if a tenant who has received a notice under section 47 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.

In this instance, the tenant would have to file an application to dispute the Notice by April 29, 2012. I find that the tenant did not make any application to dispute the One-Month Notice. Therefore I find that, under the Act, the landlord is entitled to an Order of Possession based on the One-Month Notice.

Conclusion

I hereby grant the landlord an Order of Possession effective immediately upon service on the tenant. This order must be served on the tenant and may be filed in the Supreme Court and enforced as an order of that Court

I find that the landlord is entitled to be reimbursed for the \$50.00 cost of filing this application. I order that this amount may be retained from the tenant's security deposit of \$405.00, leaving a balance of \$355.00 to be dealt with under section 38 of the Act.

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: June 27, 2012.

Residential Tenancy Branch