



# Dispute Resolution Services

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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 June 25, 2012, purporting to be effective July 31, 2012.

Despite being served by registered mail on August 7, 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.

## **Background and Evidence Notice to End Tenancy**

The landlord testified that the tenancy started in November 2009 and the current rent is \$560.00. The landlord testified that a One-Month Notice to End Tenancy for Cause was issued to the tenant because she had breached a material term of the tenancy by bringing a pet into the household, refusing to remove it despite warnings to do so.

The landlord testified that a One Month Notice to End Tenancy for Cause was served on the tenant. The tenant did not dispute the Notice, nor did she vacate the unit.

## **Analysis**

Under section 47 of the Act, a landlord may end a tenancy by giving notice to end the tenancy for a material breach of the agreement and failure to correct the breach within a reasonable time after being given a written demand to do so.

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.

Section 47 of 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.

Regardless of whether or not the merit of the One-Month Notice to End Tenancy for Cause was found sufficient to support a termination of the tenancy, the fact is that this tenant had failed to dispute the Notice by making her own application within the statutory deadline to do so.

The Act provides that, if a tenant who has received a notice under section 47 fails to make an application for dispute resolution to dispute the Notice, 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 did not make any formal application to dispute the notice and therefore, I find that I have no choice but to follow the Act by granting the landlord an Order of Possession based on this undisputed Notice.

As the tenant paid rent for September 2012 for which she was issued receipts, "*For Use and Occupancy Only*", I find that the tenancy cannot end prior to that date.

### **Conclusion**

Pursuant to the Act, I hereby grant the landlord an Order of Possession effective September 30, 2012 at 1:00 p.m. and the tenant is required to move out by that date. This order must be served on the tenant and may be filed in the Supreme Court and enforced as an order of that Court.

The landlord is entitled to be reimbursed for the \$50.00 cost of this application and I order that this amount be retained from the tenant's security deposit, the remainder of which must be administered pursuant to 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: September 04, 2012.

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Residential Tenancy Branch