



Dispute Resolution Services

Page: 1

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 Landlord and Tenant were each 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 Tenant states the following: On November 5, 2012, the Tenant received from the Landlord a 1 Month Notice to End Tenancy for Cause (the “Notice”). Rent payable at the time was \$320.00 and the Landlord raised the rent in January 2013 to \$345.00. Rent has been paid to the named Landlord.

The Parties do not dispute the following: The tenancy began in August 2011 and the named Landlord rents the entire unit from another person. The Tenant rents one of the two bedrooms in the upper floor, sharing the remainder of that floor with a second tenant. The Tenant does not have use of any part of the lower floor, with the exception of storage for some articles. The Landlord lives in the lower floor. The Tenant has not moved out of the unit.

It is noted that the Notice has an effective date of December 1, 2012 and that the Tenant has not filed an application to dispute the Notice.

Analysis

Section 53 of the Act provides that where a landlord gives notice to end a tenancy effective on an incorrect date, the notice is deemed to be changed to the earliest date that complies with the Act. Accordingly, the effective date of the Notice is automatically adjusted to December 31, 2012.

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 undisputed evidence I find that the Tenant was served with the Notice, which I find to be valid, and has not filed an application to dispute the notice. The Tenant must therefore vacate the unit. Given these facts, I find that the Landlord is entitled to an **Order of Possession.**

Conclusion

I grant an Order of Possession to the Landlord. 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: January 28, 2013

Residential Tenancy Branch

