



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NEIGHBOURHOOD HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Preliminary issue

At the outset of the hearing the outreach worker for the tenant, requested an adjournment in order for the tenant to seek an advocate who is familiar with the Residential Tenancy Act.

The landlord's agent was opposed to the tenants request for an adjournment. The landlord's agent stated they have provided the tenant with contact information of groups that could assist her with this matter and the tenant has failed to take appropriate steps.

The landlord's agent stated the tenant has failed to comply with a notice of violation by the fire department and continues to put the landlord property at significant risk. The landlord stated it would be unfair to delay the matter as the effective date in the notice has passed and any adjournment would not resolve the issue.

In this case, I find it would not be appropriate and would be unfair to the landlord to grant the tenant an adjournment. The landlord's application proceeded.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for cause?

Is the landlord entitled to recover the cost of the filing fee?

Background and Evidence

Based on the testimony of landlord's agent I find that the tenant was served with a notice to end tenancy for cause (the "notice") on January 31, 2013, by personal service. The notice informed the tenant that they had the right to dispute the notice within 10 day after it was received. The notice also informs the tenant that if an application is not filed within 10 days, they are presumed to have accepted the notice and must move out of the rental unit by the date in the notice, which was February 28, 2013.

The tenant did not file an application to dispute the notice.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

The tenant did not file a dispute within 10 days of receiving the notice as required by the notice, and is therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the notice.

I find that the landlord is entitled to an order of possession effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord has established a total monetary claim of \$50.00 for the fee paid by the landlord for this application. The landlord may deduct that amount from the security deposit in full satisfaction of the claim.

Conclusion

The tenant failed to dispute the notice to end tenancy for cause. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession.

The landlord is granted a monetary order and may retain the above amount from the security deposit in full satisfaction of the claim.

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: March 18, 2013

Residential Tenancy Branch

