



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Prospero International Realty Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with an application by the landlord for an order for possession. Both parties attended the hearing and had an opportunity to be heard.

Issue(s) to be Decided

Is the landlord entitled to an order for possession?

Background and Evidence

This tenancy began September 1, 2003. On November 20, 2013 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause. The tenant did not dispute the Notice.

The tenant had previously been served with a 1 Month Notice to End Tenancy for Cause on September 10, 2013. The landlord had not proceeded to hearing on that Notice.

The tenant stated that he was attending today's hearing precisely for the purpose of disputing the Notice and that in any event the Notice had misspelled his name. The Notice spelled his name as "McCarrel" instead of the proper spelling "McCarrell".

The tenant went on to hurl a tirade of abuse at Ms. Klassen during the hearing. The tenant was constantly interrupting and yelling. I asked the tenant to wait his turn on several occasions to no avail. Ultimately, the tenant hung up the phone just prior to me concluding the hearing.

Analysis

The landlord has requested an order of possession pursuant to the November 20, 2013 Notice.

Section 47 (4) and (5) of the Act provide as follows:

Landlord's Notice: Cause

.....

47 (4) 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.

(5) 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.

In the present case, the tenant did not dispute the Notice and as a result is conclusively presumed to have accepted that the tenancy ended on December 20, 2013 – the effective date of the Notice. As a result, the landlord is entitled to an order for possession for the rental unit.

I have considered the tenant's claim that his name was misspelled on the Notice but find that this is not a material mistake such that the nature of the Notice would have been misunderstood by the tenant. I am satisfied that the Notice was valid.

Conclusion

Based on the above background, evidence and analysis I find that the landlord is entitled to an order of possession effective two days from the date of service. This order may be filed in the Supreme Court 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: February 03, 2014

