



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR

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 - Section 55;

Both parties participated in the hearing with their submissions, document evidence and testimony during the hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Issue(s) to be Decided

Is the notice to end tenancy valid?
Is the landlord entitled to an Order of Possession?

Background and Evidence

The tenancy began July 2012. Rent in the amount of \$2150.00 is payable in advance on the first day of each month. The parties all agree that an additional person was permitted to occupy the rental unit, for a limited period, along with the named tenants to the tenancy agreement, but this arrangement expanded to this date. The tenants (the tenant) failed to pay all rent owed to the landlord and on December 31, 2013 the landlord served the tenant with a Notice to End tenancy for non-payment of rent totaling \$4825.00. Prior to issuance of the Notice the 2 named tenants vacated in the previous week, leaving behind the authorized 3rd tenant - refusing to vacate in accordance with the Notice to End because they are purportedly owed money by the landlord for work. The tenant further failed to pay rent in the month of January and February 2014. The claimed 3rd tenant has filed an application for compensation from the landlord to be heard in April 2014, but neither the tenant(s) nor any occupant filed to dispute the landlord's Notice to End the tenancy. The landlord is waiving all unpaid rent, but seeks an Order of Possession so as to stem further losses of rent revenue.

Analysis

I find that the 3rd tenant occupies the rental unit through the named tenant, and despite the named tenant vacating the rental unit the landlord has not been given vacant possession of the unit as it remains occupied, and all keys to the unit have not been returned. As a result, I find the tenancy continues.

Based on the testimony and document evidence before me I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid all the outstanding rent and has not applied for Dispute Resolution to dispute the Notice to end and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. As a result I find that the landlord is entitled to an **Order of Possession**.

Conclusion

I grant an Order of Possession to the landlord **effective 2 days from the day it is served** on the tenant(s). The tenant must be served with this Order. Should the tenant(s) and all occupants 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 final and binding on both parties.

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 05, 2014

Residential Tenancy Branch

