



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes OPC, OPB

Introduction

This matter dealt with an application by the Landlord to end the tenancy and to obtain an Order of Possession.

The Landlords said they served the Tenant with the Application and Notice of Hearing (the “hearing package”) by registered mail on February 7, 2014 and the package came back unclaimed so the Landlord served the Tenant in person. Based on the evidence of the Landlords, I find that the Tenant was served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded with both the Landlords and the Tenant in attendance.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?

Background and Evidence

This tenancy started on February 1, 2013 as a 1 year fixed term tenancy with an expiry date of July 31, 2013 and then continued on a month to month basis. Rent is \$375.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$300.00 at the start of the tenancy.

The Landlord said she issued a 1 Month Notice to End Tenancy for Cause dated December 31, 2013 by posting it on the door of the Tenant’s rental unit on December 31, 2013. The notice has an effective vacancy date of January 31, 2014. The Landlord continued to say she issued the Notice with the reasons that the Tenant has significantly interfered with or unreasonably disturbed another tenant or the landlord and the Tenant seriously jeopardized the health or safety or lawful right of another tenant or the landlord. The Landlord said there have been ongoing issues in this tenancy and now the Landlord wants to end the tenancy.

The Tenant was asked if he had filed an application to dispute the 1 Month Notice to End Tenancy for Cause and the Tenant said no he did not. The Tenant continued to say he has not been through a situation like this before and he did not understand what he had to do. The Landlord said that after the Tenant was given the Notice to End Tenancy it was explained to him what it was and he was told to contact someone like an Advocate to help him if he did not understand the Eviction Notice. The Tenant said he understood what the eviction Notice was, but he didn't remember the Landlord explaining to him what he should do.

The Tenant said he did not dispute the Eviction Notice because he thought he could talk about it at this meeting. The Tenant said if he is going to be evicted he would like until April 15, 2014 to find a new place.

The Landlord said there have been many concerns about this tenancy and they are concerned about extending it to April 15, 2014, but the Landlords agreed that if they were successful in obtaining an Order of Possession they would extend the tenancy to April 15, 2014.

Analysis

Section 55 (2) of the Act says - A landlord may request an order of possession of a rental unit in the following circumstances by making an application for dispute resolution:

(b) a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired.

Further page 2 of the 1 Month Notice to End Tenancy for Cause states that if the tenant does not apply to dispute the Notice within 10 Days the Tenant is deemed to have accept the tenancy has ended and the tenant must move out by the effective vacancy date, which in this case was January 31, 2014.

In this situation the Tenant did not dispute the 1 Month Notice to End Tenancy for Cause and the time limit to apply to dispute the Notice to End Tenancy was January 10, 2014; therefore the Tenant is presumed to have accepted the 1 Month Notice to End Tenancy for Cause and the effective vacancy date of January 31, 2014.

I award the Landlord with an Order of Possession with an effective vacancy date of April 15, 2014 at 1:00 p.m. as the Tenant did not dispute the Notice to End Tenancy within the time limits.

Conclusion

An Order of Possession effective on April 15, 2014 at 1:00p.m. has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Order of Possession may be enforced in the Supreme Court of British Columbia.

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 26, 2014

Residential Tenancy Branch

