



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RLB Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an order ending the tenancy earlier than a notice to end tenancy would take effect, and to obtain an Order of Possession of the rental unit.

An agent for the landlord company attended the hearing with an observer. The tenant and a witness also attended.

No issues with respect to service or delivery of documents or evidence were raised.

Issue(s) to be Decided

Is the landlord entitled under the *Residential Tenancy Act* to an order ending the tenancy earlier than a notice to end tenancy would take effect, and to an Order of Possession?

Background and Evidence

The parties agree that a hearing was conducted on March 24, 2014 before me wherein the tenant had applied for an order cancelling a notice to end tenancy for cause, which was issued for an alleged hoarding situation by the tenant which has attracted bed bugs. After hearing the evidence adduced and what was alleged, the tenant's application was dismissed without leave to reapply.

The landlord's agent stated that the agent who attended for the landlord on March 24, 2014 asked for an Order of Possession and was surprised that it was not included with the Decision. The landlord asks for an Order of Possession on 2 days notice to the tenant.

The tenant and the tenant's witness both stated that more time is required to move the tenant's belongings out of the rental unit, but significant work has been done, and the tenant and the tenant's witness continue to clean out the rental unit.

Analysis

The *Residential Tenancy Act* states that where an Arbitrator dismisses a tenant's application to cancel a notice to end tenancy or upholds a landlord's notice to end tenancy, and if the landlord orally at the time of the hearing asks for an Order of Possession, the Arbitrator must grant one. I have reviewed my notes of the March 24, 2014 hearing, and at no time did the landlord's agent orally request an Order of Possession.

In the circumstances, I am satisfied that the landlord is entitled under the *Act* to an Order of Possession without the necessity of issuing another notice to end tenancy.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord on 2 days notice to the tenant.

This Decision is final and binding and may be enforced.

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: April 15, 2014

Residential Tenancy Branch

