



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding JACKSON AVENUE HOUSING COOP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed on May 06, 2014, by the Landlords to obtain an Order of Possession for cause and to recover the cost of the filing fee from the Tenant for this application.

The Landlord provided affirmed testimony that the Tenant was personally served with copies of the Landlords' application for dispute resolution and Notice of dispute resolution hearing on May 6, 2014. Based on the submissions of the Landlord I find the Tenant was sufficiently served notice of this proceeding in accordance with section 89 of the Act. Accordingly, I proceeded in the Tenant's absence.

Issue(s) to be Decided

Has the Landlord proven entitlement to an Order of Possession?

Background and Evidence

The Landlord testified that this matter does not involve "coop housing" rather it involves a tenancy agreement governed on the *Residential Tenancy Act* (hereinafter referred to as the Act). He stated that the city purchased the 4 coop buildings and entered into a 40 year management agreement to operate rental units, similar to single room occupancy units. The Tenants rent a bedroom and have shared bathroom, kitchen, and living space.

The Landlord provided evidence that the Tenant has rented his room since approximately January 2013 and enters into subsequent written fixed term tenancy agreements that are usually for a period of 1 month. Rent is payable on the first of each month in the amount of \$375.00 and on or before January 2013 the Tenant paid \$187.50 as the security deposit.

The Landlord submitted that after the Tenant's son was evicted from another building he moved into the Tenant's single room occupancy unit with the Tenant. The Landlord submitted documentary evidence which included copies of warning letters advising the Tenant that he would be evicted if he continued to allow others to reside in his room with him.

When the Tenant failed to comply with the Landlord's warnings the Landlord personally served the Tenant with a 1 Month Notice for cause on April 1, 2014 at 3:00 p.m.

The 1 Month Notice was issued pursuant to Section 47(1) of the Act for the following reasons:

- Tenant has allowed an unreasonable number of occupants in the unit/site

The Landlord testified that the Tenant continues to reside in the rental unit and because of the late hearing date they accepted the Tenant's Income Assistance payment for June. As such, the Landlord is seeking an Order of Possession and is aware that it would be granted for June 30, 2014, as payment has been received for the month.

Analysis

Given the evidence before me, in the absence of any evidence from the Tenant who did not appear despite being properly served with notice of this proceeding, I accept the undisputed version of events as discussed by the Landlord and corroborated by their evidence.

Upon review of the 1 Month Notice to End Tenancy issued April 09, 2014, I find the Notice to be completed in accordance with the requirements of the Act and I find that it was served upon the Tenant in a manner that complies with the Act. The effective date of the Notice was **May 31, 2014**.

Section 47(4) of the Act stipulates that 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.

Section 47(5) of the Act stipulates that 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 this case the Tenant would have had to file their application for dispute no later than April 19, 2014. At the time the Landlord filed their application for an Order of

Possession on May 6, 2014, the Tenant had not made application to dispute the 1 Month Notice, and is presumed to have accepted the tenancy ended on the effective date of the Notice.

As noted above this tenancy ended May 31, 2014, in accordance with the 1 Month Notice. The Landlord accepted the payment for June 2014 occupation due to the late hearing day. Therefore, I find the Landlord is entitled to an Order of Possession effective **June 30, 2014**.

The Landlord has succeeded with their application; therefore I award recovery of the **\$50.00** filing fee.

Conclusion

The Landlord has been granted an Order of Possession effective **June 30, 2014, upon Service** to the Tenant. This Order is legally binding and must be served upon the Tenant. In the event that the Tenant does not comply with this Order it may be filed with the Province of British Columbia Supreme Court and enforced as an Order of that Court.

The Landlord may deduct the one time award of **\$50.00** from the Tenant's security deposit as full recovery of their filing fee.

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: June 26, 2014

Residential Tenancy Branch

