



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding McLaren Housing Society of BC  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession.

The hearing was conducted via teleconference and was attended by two agents for the landlord; the tenant; his advocate and his support worker.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for cause, pursuant to Sections 47, and 55 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on October 24, 2013 for a 5 month fixed term tenancy beginning on November 1, 2013 for a monthly rent of \$375.00 due on the 1<sup>st</sup> of each month. The agreement stipulated that the tenant must vacate the rental unit at the end of the fixed term.

The landlord submitted into evidence the following relevant documents:

- A copy of a letter dated January 7, 2014 from the landlord to the tenant advising the tenant that the landlord would not be renewing the tenant's fixed term tenancy scheduled to end on March 31, 2014. The letter also acknowledges problems with the tenant and indicated that they had attached a 1 Month Notice to End Tenancy for Cause;
- A copy of a 1 Month Notice to End Tenancy for Cause dated January 7, 2014 with an effective vacancy date of February 28, 2014 citing the tenant or a person permitted on the property by the tenant has significantly interfered with or

unreasonably disturbed another occupant or the landlord; seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and put the landlord's property at significant risk.

The tenant testified that he had received the letter and the Notice from the landlord but that he was not sure when he received them. The tenant's support worker testified that she had met with the tenant on January 16, 2014 and that the tenant had indicated that he had received a letter from the landlord and that he was having trouble with his tenancy but that he did not provide her with a copy of the letter or Notice.

She testified that she was not aware that a notice had been issued until she saw the letter and the Notice in the landlord's evidence package. She also stated that she had attempted to obtain the information from the landlord after meeting with the tenant in January, 2014.

The tenant's advocate submitted that should the landlord be successful in obtaining the order of possession sought that I consider making the effective date April 30, 2014. The advocate makes this request as a result of the tenant's medical conditions, confirmed by the submission of a letter from his physician, he requires stable housing and due to the complex nature of the housing required for this tenant.

The landlord submits that I should consider the nature of the disturbances caused by the tenant and that the incidents had increased since the tenant received the landlord's evidence. The landlord submits the tenant has now found out the names of some of the complainants and that he has now become aggressive and threatening towards them. The landlord submits that it would be unacceptable to allow the tenancy to continue even until the end of April, 2014.

The tenant submitted that he does not know who any of the complainants were and that he is unable to read sufficiently to understand the content of the landlord's evidence through reading. He stated that he has good relationships with his neighbours and other than one incident with the landlord's not giving him a replacement fob he does not recall any other incidents.

### Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if one or more of the following applies:

- a) The tenant or a person permitted on the residential property by the tenant has

- i. Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
- ii. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
- iii. Put the landlord's property at significant risk.

Section 47(4) of the *Act* allows a tenant to dispute a notice to end tenancy under Section 47 within 10 days after the date the tenant receives the notice. Section 47(5) states that if a tenant does not submit an Application for Dispute Resolution seeking to dispute the notice within 10 days the tenant is conclusively presumed to have accepted that the tenancy will end on the effective date of the notice and must vacate the rental unit by that date.

I accept by the landlord's evidence that the tenant was served personally with the 1 Month Notice to End Tenancy for Cause on January 7, 2014. As the tenant failed to submit an Application to dispute the Notice to End Tenancy for Cause or to seek more time to submit his Application I find the tenant is conclusively presumed to have accepted the end of the tenancy, pursuant to Section 47(5) of the *Act*.

Section 55(3) of the *Act* states the director may grant an order of possession before or after the date when a tenant is required to vacate a rental unit, and the order takes effect on the date specified in the order.

In the case before me the tenancy is ending for two reasons:

- The tenancy agreement was for a specific length of time that was determined at the start of the tenancy and the tenancy agreement required the tenant to vacate the rental unit at the end of that time. The landlord informed the tenant by letter on January 7, 2014 that the landlord did not intend on entering into a new tenancy agreement with the landlord; and
- The landlord issued a 1 Month Notice to End Tenancy on January 7, 2014 with an effective date of February 28, 2014 to which the tenant to not apply to dispute the notice.

While the tenant's advocate raises some valid reasons that could be used to provide the tenant with a later date to end the tenancy I find that the landlord has taken steps to inform the tenant of the need to end the tenancy; has waited over a month after the effective date of the Notice to End Tenancy for this hearing; and has waited until the day after the tenancy was scheduled to end regardless of the Notice to End Tenancy.

I also accept the landlord's concerns based on the issues raised in the evidence and testimony regarding the tenant's behaviour both prior to and after receipt of the Notice to End Tenancy was received by the tenant that there is potential that the landlord or other occupants would unreasonable be disturbed by this tenant should the tenancy continue.

I note however, that once issued the order of possession, the landlord remains at liberty as to when they choose to enforce the order.

### Conclusion

For the reasons noted above, I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be 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: April 01, 2014

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Residential Tenancy Branch

