



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with an Application for Dispute Resolution filed on May 14, 2014, by the Landlord to obtain an Order of Possession for Cause.

The parties appeared at the teleconference hearing; acknowledged receipt of the application and Notice of Dispute Resolution submitted by the Landlord and gave affirmed testimony.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

On a procedural note, the Tenant signed into this teleconference proceeding three minutes late. Prior to his attendance the Landlord had taken an affirmation and provided the details of service by registered mail and the term so the tenancy agreement. The Tenant was informed of the testimony that was received prior to his signing into the hearing.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Background and Evidence

It was undisputed that the parties executed a written tenancy agreement for a month to month tenancy that commenced on February 15, 2014. The Tenant is required to pay rent of \$650.00 on the first of each month and on February 14, 2014 the Tenant paid \$325.00 as the security deposit.

The Landlord testified that she is seeking an Order of Possession based on an undisputed 1 Month Notice that she personally served to the Tenant on April 29, 2014. The Notice was dated April 29, 2014 listing an effective date of May 31, 2014, and was issued for the following reason:

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

The Tenant testified and confirmed receipt of the 1 Month Notice as described by the Landlord. He stated that he did not dispute the Notice because he did not know what to do about. He submitted that he has been very sick and requested that he be allowed to stay in the unit longer. He indicated that his rent was paid for June 2014 and that since receiving the Notice there have been no problems or complaints. He confirmed that the Landlord gave him a receipt for his June rent.

The Landlord confirmed receipt of the June 2014 rent and noted that the Tenant was issued a receipt for "use and occupancy only". In light of receiving the June rent she was requesting the Order of Possession for June 30, 2014.

Analysis

Upon review of the 1 Month Notice to End Tenancy, I find the Notice to be completed in accordance with the requirements of section 52 of the Act and I find that it was served upon the Tenant in a manner that complies with section 89 of the Act. The Notice provides information for both landlords and tenants which includes contact information if a party has questions on what to do.

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.

As per the aforementioned, and notwithstanding the Tenant's submission that he did not know what to do with the Notice, I find this tenancy ended as of the effective date of the Notice, May 31, 2014. Payment for June was received for "use and occupancy only"; therefore, I award the Landlord an Order of Possession effective June 30, 2014.

Conclusion

I HEREBY FIND the Landlord is entitled to an Order of Possession effective **June 30, 2014 at 1:00 p.m. after service upon 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.

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 18, 2014

Residential Tenancy Branch

