



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LANGLEY LIONS SENIOR CITIZENS HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

and

RECORD OF SETTLEMENT

Dispute Codes

OPC, MNSD

Introduction

This hearing was convened in response to an application by the landlord filed June 19, 2014 for an Order of Possession under the *Residential Tenancy Act* (the Act), and to retain the security deposit. The hearing was conducted by conference call. Both parties attended the hearing and were provided with opportunity to submit evidence prior to the hearing and participate in the hearing. The tenant testified they still reside in the rental unit.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Background and Evidence

The undisputed testimony is that on April 23, 2014 the tenant was personally served with a One Month Notice to End Tenancy for Cause. The tenant did not file an application to dispute the Notice to End Tenancy within the time to do so as prescribed by the Act. The parties were unable to agree on matters to preserve the tenancy; however, the parties turned minds to compromise and agreed as to when the tenancy could end.

In respect to the landlord's monetary claim to retain the security deposit, it must be noted that the claim is premature, given that the tenant still resides in the unit.

Analysis

Section 47 of the Act provides that if a tenant does not apply to dispute a one Month Notice to End Tenancy for cause within 10 days after receiving it, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice and *must* vacate the rental unit by that date. The Notice to End Tenancy of this matter required the tenant to vacate the rental unit by May 31, 2014. The landlord filed an application seeking possession of the unit shortly thereafter. As the effective date of the Notice has passed I find that the landlord is entitled to an immediate Order of Possession; however, the parties agreed that the tenancy may end October 31, 2014, and the Order will reflect the parties' agreement.

I find that that the landlord's monetary claim regarding the security deposit is premature given that the tenant still resides in the unit. This portion of the application is **dismissed** with leave to reapply.

Conclusion

I grant an Order of Possession to the landlord **effective October 31, 2014**. The tenant must be served with this **Order of Possession**. Should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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: August 25, 2014

Residential Tenancy Branch

