



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC

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 the landlord and the tenant.

At the outset of the hearing the landlord confirmed that she had not issued a 10 Day Notice to End Tenancy for Unpaid Rent at any time. As such, I amend the landlord's Application to exclude seeking an order of possession based on the non-payment of rent.

Prior to the hearing the tenant submitted a typewritten summary that asserts that she is an equity owner of the residential property and could not be considered a tenant. At the hearing the tenant confirmed that the named landlord is the only name on the title for the rental unit but that she had originally made the down payment and several payments prior to transferring the title to the named landlord.

The tenant confirmed that she had no legal confirmation that she is named as an equity owner. As such, I find the tenant has failed to provide any evidence to establish an equity ownership in the property. I find the parties are currently in a landlord – tenant relationship and I accept jurisdiction.

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 submits the tenancy began on a month to month basis in May 2010 for a monthly rent of \$500.00 due on the 1st of each month. The tenant submits the original rent was \$496.00 which included utilities, however she states that she has been paying her own utilities and rent works out to approximately \$350.00 per month.

The landlord submitted into evidence a copy of a 1 Month Notice to End Tenancy for Cause issued to the tenant on June 30, 2014 with an effective vacancy date of August 31, 2014 citing the tenant is repeatedly late paying rent; the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord and/or put the landlord's property at significant risk; the tenant has caused extraordinary damage to the unit; the tenant has not done required repairs of damage to the unit; and a security deposit or pet damage deposit was not paid within 30 days as required by the tenancy agreement.

The landlord submits that the tenant did dispute the 1 Month Notice to End Tenancy for Cause and a hearing was held on September 17, 2014 at which the tenant did not attend and the decision dismissed the tenant's Application for Dispute Resolution.

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 does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement;
- b) The tenant is repeatedly late paying rent;
- c) 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, or
 - ii. Put the landlord's property at significant risk;
- d) The tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to the rental unit or residential property;
- e) The tenant does not repair damage to the rental unit or other residential property, as required under section 32(3), within a reasonable time.

As the tenant had already applied to dispute the Notice to End Tenancy and her Application for Dispute Resolution was dismissed in the decision dated September 17, 2014 I find the landlord is entitled to an order of possession based on the 1 Month Notice to End Tenancy for Cause issued on June 30, 2014.

Conclusion

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: November 07, 2014

Residential Tenancy Branch

