



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, FF, O

### Introduction

This matter dealt with an application by the Landlords for an Order of Possession to recover the filing fee and for other considerations.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the “hearing package”) by personal delivery and by registered mail on February, 28, 2015. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded with both the Landlords and the Tenant in attendance.

At the start of the conference call a letter from the Tenant received by the Residential Tenancy Branch on March 12, 2015 was reviewed as a preliminary matter to the hearing. The Tenant’s letter requested an adjournment so that the Tenant could have more time to prepare their defence. The Tenant gave no evidence as to why they needed more time. The Arbitrator reviewed the request and dismissed the Tenant’s request for an adjournment as no evidence was presented to support the Tenant’s need for more time and the Tenant did not file an application to dispute the Notice to End Tenancy for Cause dated December 11, 2014.

### Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?

### Background

At the start of the hearing the Tenant was asked if she or her support persons had filed an application to dispute the 1 Month Notice to End Tenancy for Cause dated December 11, 2014. The Tenant said that she did not understand the process so no application to dispute the Notice to End Tenancy was filed. As well the Tenant’s support people were questioned if they filed an application on behalf of the Tenant. Both the Occupant and the Agent said that no application was filed. The Tenant said that

they thought a letter that they wrote to the Residential Tenancy Branch requesting an adjournment was sufficient to show they were disputing the Notice to End Tenancy.

The Arbitrator read the cause on page 2 of the Notice to End Tenancy for Cause that says the Tenant had the opportunity to dispute the Notice to End Tenancy within 10 days of receiving it and if the Tenant did not file an application they would be deemed to have accepted the Notice and the end of the tenancy on the effective date on the Notice. The effective vacancy date on the Notice to End Tenancy was January 31, 2015.

### Analysis

Section 40(4) of the Act states that **within 10 days of receiving** a Notice to End Tenancy for Cause, a Tenant may apply for dispute resolution. If the Tenant fails to do this, then under section 40(5) of the Act, they are conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and they must vacate the rental unit at that time.

Under s. 90 of the Act, the Tenant is deemed to have received the Notice to End Tenancy 5 days after receiving the Notice was sent by registered mail, or on December 16, 2014. Consequently, the Tenant would have had to apply to dispute the Notice by December 26, 2014.

I find that the Tenant has not applied for dispute resolution. Consequently, I find pursuant to s. 48 of the Act that the Landlord is entitled to an Order of Possession to take effect 48 hours after service of it on the Tenant.

I also find that as the Landlord was successful in this matter she is entitled to recover the filing fee of \$50.00 for this proceeding from the Tenant.

### Conclusion

An Order of Possession effective 2 days after service of it on the Tenant and a Monetary Order in the amount of \$50.00 have been issued to the Landlords. A copy of the Orders must be served on the Tenant: the Order of Possession may be enforced in the Supreme Court of British Columbia and the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: March 24, 2015

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Residential Tenancy Branch

