



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RAINCITY HOUSING AND SUPPORT SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, O

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an Order of Possession for cause, pursuant to section 55; and
- other unspecified remedies.

The tenant did not attend the hearing, which lasted approximately 9 minutes. The landlord's agent, GS ("landlord") attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord confirmed that he is the operations and property manager for the landlord company named in this application and that he had authority to appear as its agent at this hearing.

The landlord testified that he served the tenant with the landlord's application for dispute resolution hearing package ("Application") on March 27, 2015, by way of posting to the tenant's rental unit door. The landlord testified that he noticed the Application was removed from the door after the posting was completed. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's Application on March 30, 2015, the third day after its posting.

### Preliminary Issues – Amendment of Landlord's Application

During the hearing, the landlord requested an amendment to the landlord's Application to correct the legal name of the landlord company. The landlord indicated that the landlord company sometimes uses two different operating names and that the correct legal name was not provided in the landlord's Application.

The landlord also requested an amendment to the landlord's Application to correct the first name of the tenant. The landlord had only provided the middle and last name of

the tenant, which are names that the tenant usually used in communicating with the landlord. The landlord stated that the tenant provided a different first name during the previous hearing. During the hearing, the landlord confirmed the tenant's correct legal first name through his paperwork. Given that I have found that the tenant had notice of this Application as well as notice of the previous hearing decision where his Application was dismissed and the tenancy was ended, I find that there is no prejudice to the tenant in amending the landlord's Application to correct the legal first name of the tenant.

Pursuant to section 64(3)(c) of the *Act*, I amend the landlord's Application to correct the legal names of the landlord company and the tenant, changes which are now reflected on the front page of this decision.

During the hearing, the landlord confirmed that he did not require "other" unspecified remedies, only an order of possession for cause. Accordingly, this portion of the landlord's Application is withdrawn.

#### Issues to be Decided

Is the landlord entitled to an Order of Possession for cause?

#### Background and Evidence

The landlord testified that this month to month tenancy began on June 1, 2009. Monthly rent in the current amount of \$383.00 is payable on the first day of each month. A security deposit was not required by the landlord for this tenancy. A written tenancy agreement governs this tenancy, although a copy was not provided for this hearing. The landlord testified that the tenant continues to reside in the rental unit. The landlord indicated that the tenant has not paid rent from March to May 2015, inclusive. The landlord stated that he requires an order of possession and a bailiff to remove the tenant from the rental unit because the tenant refuses to leave on his own accord.

The landlord testified that a "previous hearing" before a different arbitrator occurred on March 3, 2015, after which a "previous decision" was issued on March 5, 2015. The file number for this previous hearing appears on the front page of this decision. The landlord provided a copy of this previous decision with the landlord's Application. The previous decision dismissed the tenant's application to cancel a 1 Month Notice to End Tenancy for Cause ("1 Month Notice"). The previous decision indicates that the effective move-out date on the 1 Month Notice is February 28, 2015. The landlord stated that the tenant has not vacated the rental unit in accordance with the previous decision and that the landlord is entitled to an order of possession for cause, on this

basis. The landlord confirmed that he neglected to verbally request an order of possession during the previous hearing.

The landlord seeks an order of possession for cause, based on the 1 Month Notice, which was the subject of the previous hearing. The landlord provided a copy of the 1 Month Notice with its Application. The 1 Month Notice is dated January 28, 2015, stating an effective move-out date of February 28, 2015.

### Analysis

The landlord provided undisputed evidence at this hearing, as the tenant did not attend the hearing. As per the previous hearing decision made by a different arbitrator on March 5, 2015, the landlord's 1 Month Notice was upheld and the tenant's application to cancel the notice was dismissed. Accordingly, this tenancy ended on February 28, 2015, as per the previous decision. In accordance with section 55 of the *Act*, the landlord has requested and is entitled to an order of possession against the tenant. As the tenant did not vacate the rental unit by February 28, 2015, as required, and the tenant continues to reside in the rental unit at this time, the landlord is entitled to a 2 day Order of Possession against the tenant.

### Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia. The landlord's Application for other unspecified remedies is withdrawn.

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: May 06, 2015

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Residential Tenancy Branch

