



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55; and
2. An Order for the recovery of the filing fee – Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Tenant confirmed receipt of the Landlord’s evidence packages.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on March 30, 2015.

The Landlord states that on June 29, 2015 the Tenant was served in person with a one month notice to end tenancy for cause (the “Notice”). The Tenant states alternatively that she did receive this notice and then that she did not receive any notice. The Tenant also states that the date of the Notice that she received is different than the date of the Notice provided as evidence to the Residential Tenancy Branch (the “RTB”). After directing the Tenant to read the copy of the Notice provided by the Landlord the Tenant confirmed the details of the Notice as provided in evidence by the Landlord. The Tenant states alternatively that she did not dispute the Notice and that she disputed the Notice and made an application but did not pay the filing fee. It is noted that no application disputing the Notice has been received from the Tenant. The Tenant states that she is confused and that her partner who could not attend the hearing would know all

the details. The Parties agree that half of August 2015 rent has been paid. The Tenant states that this will be paid immediately. The Tenant states that she thought the Notice had been disputed and that she had spoken with the RTB who did not tell her that she could dispute the Notice. The Tenant states that she needs more time to find another rental unit. The Landlord states that the Tenant always lies and that the Landlord would like an immediate order of possession.

Analysis

Section 47 of the Act provides that upon receipt of a notice to end tenancy for cause, the tenant may, within ten days of receiving the notice, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant does not dispute the notice, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the notice and must vacate the unit by that date.

Given the Tenant's variable evidence in relation to the receipt of the Notice and the details of the Notice, I do not consider the Tenant's evidence to be credible or persuasive. I find therefore that the Tenant did receive the Notice as stated by the Landlord. For this same reason I also find that the Tenant did not dispute the Notice. As a result, I find that the tenancy must end and the Tenant must move out of the unit. The Landlord is entitled to an order of possession. In order to provide the Tenant with some time but noting that not all of the rent for August 2015 has been paid, and despite the Tenant's assurances that such will be paid, I make this order of possession effective 1:00 p.m. on August 22, 2015. The Tenant must be out of the unit by this date and time.

Conclusion

I grant an Order of Possession effective 1:00 p.m. on August 22, 2015 to the Landlord.

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 11, 2015

Residential Tenancy Branch

