



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Coquitlam Kinsmen Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPC, O

Introduction

The hearing was convened in response to an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession Cause and for “other”.

The Agent for the Landlord stated that on September 17, 2015 he personally served the Tenant with the Application for Dispute Resolution and the Notice of Hearing. In the absence of evidence to the contrary I find that these documents have been served to the Tenant in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

For reasons outlined in my interim decision, the hearing on October 26, 2015 was adjourned to provide the Landlord the opportunity to submit a copy of the One Month Notice to End Tenancy for Cause and to serve the Tenant with another copy of that Notice to the Tenant.

Copies of my interim decision and the notice of reconvened hearing were mailed to both parties by the Residential Tenancy Branch.

The hearing was reconvened on December 30, 2015 and was concluded on that date.

At the reconvened hearing the Agent for the Landlord stated that he submitted a copy of the One Month Notice to End Tenancy for Cause to the Residential Tenancy Branch on October 07, 2015. I am in receipt of that document.

At the reconvened hearing the Agent for the Landlord stated that he personally served a copy of the One Month Notice to End Tenancy for Cause to the Tenant’s boyfriend on November 01, 2015. He stated that the boyfriend is an adult who resides at the rental unit. In the absence of evidence to the contrary I find that this document has been served to the Tenant in accordance with section 88 of the *Act* and I accepted it as evidence for these proceedings.

Issue(s) to be Decided

Is the Landlord is entitled to an Order of Possession?

Background and Evidence

The Agent for the Landlord stated that:

- this tenancy began on July 09, 2015;
- the Tenant agreed to pay monthly rent of \$276.00; and
- rent has not been paid in the last four months.

The Agent for the Landlord stated that he personally served the Tenant with a One Month Notice to End Tenancy for Cause on August 11, 2015.

The One Month Notice to End Tenancy for Cause declares that the Landlord is ending the tenancy because the security or pet damage deposit was not paid within 30 days as required by the tenancy agreement. The Notice declares that the Tenant must vacate the rental unit by August 31, 2015.

The Notice to End Tenancy for Cause informs the Tenant that the Tenant must move out of the rental unit by the date set out on the front page of the Notice if they do not dispute the Notice within ten days of receiving it. There is no evidence that the Tenant disputed the Notice to End Tenancy.

Analysis

In the absence of evidence to the contrary, I find that on August 11, 2015 the Tenant received a One Month Notice to End Tenancy for Cause, served pursuant to section 47 of the *Act*, which declared that she must vacate the rental unit by August 31, 2015.

Section 47(5) of the *Act* stipulates that tenants are conclusively presumed to have accepted that the tenancy ends on the effective date of a notice received pursuant to section 47 of the *Act* and that the tenants must vacate the rental unit by that date unless the tenants dispute the Notice within ten days of receiving it.

As there is no evidence that the Tenant filed an application to dispute the One Month Notice to End Tenancy, I find that she accepted that the tenancy was ending, pursuant to section 47(5) of the *Act*, and that she was required to vacate the rental unit by the effective date of the Notice.

As the rental unit has not been vacated and the effective date of the One Month Notice to End Tenancy has passed, I grant the application for an Order of Possession.

Conclusion

I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and 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: December 30, 2015

Residential Tenancy Branch

