



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REGENT HOTEL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FF

Introduction

This matter dealt with an application by the Landlord to end the tenancy, for an Order of Possession and to recover the filing fee.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on October 16, 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 in the absences of the Tenant.

Issues(s) to be Decided

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

Background and Evidence

This tenancy started on December 1, 2014 as a month to month tenancy. Rent is \$450.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$225.00 on December 1, 2014.

The Landlord said he issued a 1 Month Notice to End Tenancy for Cause dated August 31, 2015, on August 31, 2015 by personal delivery. The Notice to End Tenancy has an effective vacancy date of September 30, 2015. The Landlord continued to say he issued the Notice because the Tenant has caused damage to the property, the Tenant has adversely affected the quiet enjoyment security and safety of other occupants and the landlord and the Tenant has jeopardized a lawful right or interest of other occupants or the landlord.

The Landlord requested an Order of Possession for as soon as possible if he is successful.

It appears from the information on file the Tenant made an application to dispute the Notice to End Tenancy on September 25, 2015, but the application was abandoned and the Tenant's application was cancel on October 3, 2015.

Analysis

Section 47(d) says a landlord may end a tenancy by giving a notice to end tenancy if the tenant has caused damage to the landlord's property, has adversely affected the quiet enjoyment, safety or security of other occupants or the landlord or jeopardized the lawful rights or interests of an occupant or the landlord.

On page two of the One Month Notice to End Tenancy for Cause dated August 31, 2015, it explains that a Tenant may dispute the Notice within 10 days of receiving the Notice and if the tenant does not dispute the Notice the Tenant is presumed to have accepted the Notice to End Tenancy and must move out by the effective vacancy date on the Notice to End Tenancy which in this case is September 30, 2015.

Section 47(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 47(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 on the day it was served, or on August 31, 2015. Consequently, the Tenant would have had to apply to dispute the Notice by September 10, 2015. The Tenant did make an application on September 25, 2015 which is 15 days after the time limit and the application was deemed to be abandoned on October 3, 2015.

I find that the Tenant has not completed an application for dispute resolution. Consequently, I find pursuant to s. 55(2)(b) 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 he is entitled to recover the filing fee of \$50.00 for this proceeding from the Tenant. I order the Landlord to retain \$50.00 from the Tenant's security deposit as full payment of the filing fee for this proceeding.

Conclusion

An Order of Possession effective 2 days after service of it on the Tenant has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Order of Possession may be enforced in the Supreme 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 *Residential Tenancy Act*.

Dated: December 02, 2015

Residential Tenancy Branch

