



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Atira Women's Resource Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an Order of Possession for cause.

An agent for the landlord society attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant appeared. The landlord's agent testified that she personally handed to the tenant a hearing package containing a copy of the Landlord's Application for Dispute Resolution and notice of this hearing on January 19, 2016. I accept that testimony, and I find that the tenant has been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

Is the landlord entitled under the *Residential Tenancy Act* to an Order of Possession for cause?

Background and Evidence

The landlord's agent testified that this month-to-month tenancy began on March 1, 2015 and the tenant still resides in the rental unit. Rent is subsidized, and the tenant's share is \$375.00 per month payable in advance on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$359.00 which is still held in trust by the landlord, and no pet damage deposit was collected.

The landlord's agent further testified that the tenant was personally served with a 1 Month Notice to End Tenancy for Cause on December 16, 2015 by another agent of the landlord. A copy of a Proof of Service document setting out that information and signed by another agent of the landlord has been provided. A copy of the 1 Month Notice to End Tenancy for Cause has also been provided. It is dated December 16, 2015 and contains an effective date of vacancy of January 16, 2016. The reasons for issuing the notice are:

- Tenant or a person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord;
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
 - put the landlord's property at significant risk;
- Tenant has engaged in illegal activity that has, or is likely to:
 - damage the landlord's property;
 - adversely affect the quiet enjoyment security, safety or physical well-being of another occupant or the landlord;
- Tenant has caused extraordinary damage to the unit/site or property/park
- Tenant has not done required repairs of damage to the unit/site.

The landlord's agent testified that the tenant has not served the landlord with an application for dispute resolution disputing the notice, and the landlord seeks an Order of Possession.

Analysis

The *Residential Tenancy Act* states that once a tenant is served with a 1 Month Notice to End Tenancy for Cause the tenant must dispute the notice within 10 days by filing an application for dispute resolution. If the tenant fails to do so, the tenant is conclusively presumed to have accepted the end of the tenancy. In this case, since rent is payable on the 1st day of each month, the effective date of vacancy contained in the notice is changed to the nearest date that complies with the *Act*, being January 31, 2016. The landlord's agent testified that the tenant has not served the landlord with an application for dispute resolution and I have no such application before me. Therefore, I find that the tenant is conclusively presumed to have accepted the end of the tenancy and the landlord is entitled under the *Act* to an Order of Possession. Since the effective date of vacancy has already passed, I grant the order on 2 days notice to the tenant.

Since the landlord has been successful with the application the landlord is also entitled to recovery of the \$50.00 filing fee, and I grant a monetary order in favour of the landlord for that amount.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord on 2 days notice to the tenant.

I further grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$50.00.

These orders are final and binding and may be enforced.

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: March 02, 2016

Residential Tenancy Branch

