



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding KAMLOOPS NATIVE HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, OPB

### Introduction

On June 9, 2016, the Landlord submitted an Application for Dispute Resolution for an order of possession. The matter was set for a conference call hearing. The Landlord attended the teleconference hearing; however, the Tenant did not. The Landlord testified that she served the Tenant with the Application for Dispute Resolution and Notice of Hearing, by registered mail sent on June 15, 2016. A Canada Post tracking number was provided as evidence of service. I find that the Tenant has been duly served with the Notice of Hearing in accordance with the *Residential Tenancy Act (the Act)*.

The Landlord was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions at the hearing.

### Issues to be Decided

Is the Landlord entitled to an order of possession for cause?

### Background and Evidence

The Landlord testified that the tenancy began on December 1, 2014, as a month to month tenancy. Rent in the amount of \$463.00 is payable on the first of each month.

The Landlord issued a 1 Month Notice to End Tenancy for Cause dated April 26, 2016, ("the Notice") by sending it to the Tenant by registered mail on April 26, 2016. The reasons checked off by the Landlord within the Notice are as follows:

- The Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord.
- The Tenant has engaged in illegal activity that has or is likely to jeopardize a lawful right or interest of another occupant or the Landlord.
- The Tenant breached a material term of the tenancy agreement that was not corrected within a reasonable time after written Notice to do so.

The Notice states the Tenant must move out of the rental unit by May 31, 2016. The Notice informed the Tenant that she has the right to dispute the Notice within 10 days after receiving it. The Notice informed the Tenant that if an application to dispute the Notice is not filed within 10 days, she is presumed to accept the Notice and must move out of the rental unit on the date set out on page 1 of the Notice.

There is no evidence before me that that the Tenant made an application to dispute the Notice.

The Landlord seeks an order of possession effective immediately.

Section 47 (5) of the Act states that if a Tenant who has received a Notice under this section does not make an application for dispute resolution, the Tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice.

### Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant did not apply to dispute the Notice, and is therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the Landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective not later than 2 (two) days, after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

### Conclusion

The Tenant did not file to dispute the Notice. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice.

The Landlord is granted an order of possession effective not later than two days after service on the Tenant.

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: July 18, 2016

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Residential Tenancy Branch