



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      OPR, MNR, MND, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to Section 55 of the *Residential Tenancy Act* (the “Act”) for an Order of Possession.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by *posting the documents on the door on August 17, 2016* in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

### Background and Evidence

The tenancy started on September 1, 2013. Rent of \$375.00 is payable on the first day of each month. On July 28, 2016 the Landlord gave the Tenant a one month notice to end tenancy for cause (the “Notice”) by posting the Notice on the door. The Notice sets out 4 reasons for its issuance and has an effective date of August 31, 2016. The Tenant did not dispute the Notice and has not moved out of the unit. The Tenant has paid October 2016 rent in full. Although there are damages in the unit caused by the Tenant those damages can be repaired after the Tenant vacates the unit and there is no emergency requiring the Landlord to enter the unit or to take possession of the unit before the end of October 2016.

Analysis

Section 47 of the Act provides that upon receipt of a one month notice to end tenancy for cause the tenant has 10 days to dispute the notice by making 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. Based on the undisputed evidence of the Landlord I find that the Landlord gave the Tenant the Notice with reasons set out on the Notice and the Tenant did not dispute the Notice. The Landlord is therefore entitled to an order of possession. As the Tenant has paid the full rent for October 2016 and as there is no emergency or compelling reason to have possession of the unit sooner, I grant the Landlord an order of possession effective 1:00 p.m. on October 31, 2016.

Conclusion

**I grant** an Order of Possession to the Landlord effective 1:00 p.m. on October 31, 2016.

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: October 12, 2016

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Residential Tenancy Branch