



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This was a hearing with respect to the landlord's application for an order of possession pursuant to a one month Notice to End Tenancy for cause. The hearing was conducted by conference call. The landlord and the tenant called in and participated in the hearing. The tenant's son also attended and acted as the tenant's representative at the hearing.

Issue(s) to be Decided

Is the landlord entitled to an order of possession pursuant to the Notice to End Tenancy for cause dated July 30, 2016?

Background and Evidence

The rental property is a residence on rural property in Quesnel. The landlord manages the rental unit for the owner who purchased the property in July, 2016. The tenant was an existing tenant when the purchase was completed. The tenant said there was no written tenancy agreement with the former owner of the rental property. The tenant refused to sign a tenancy agreement with the landlord. The tenant has been paying monthly rent of \$400.00 to the landlord. The landlord has accepted rent payments "for use and occupancy only".

The electrical power to the rental property has been disconnected by BC Hydro. The landlord said in her submissions that the tenant has moved a travel trailer onto the property and people are living in the trailer. The landlord said that Hydro has not been connected since July and as cold weather approaches it is imperative that Hydro service be restored to protect the house. The absence of electricity puts the landlord's

property at significant risk. There are other issues with the tenancy, including the tenant's unauthorized alterations to the rental unit.

On July 30, 2016 the landlord personally served the tenant with a one month Notice to End Tenancy for cause. The Notice to End Tenancy required the tenant to move out of the rental unit by August 31, 2016. The reason for the Notice is that the tenant, or a person permitted on the property by the tenant has put the landlord's property at significant risk. The tenant acknowledged at the hearing that she was served with the Notice to End Tenancy. She did not apply to dispute the Notice to End Tenancy and she continues to occupy the rental unit.

At the hearing the tenant's son said that the tenant did not understand that she had to make an application for dispute resolution if she disagreed with the Notice to End Tenancy. He also said that the tenant had difficulty restoring Hydro service to the rental property because there had been a "grow-op" on the rental property and Hydro required an inspection before it would reconnect power. The tenant's son said he submitted evidence two days before the hearing with respect to these matters. The landlord testified that she had not received any documentary evidence from the tenant. The Residential Tenancy Branch has not received any evidence from the tenant. The landlord's documents included documents and letters from BC Hydro; they confirmed that BC Hydro requested payment of a security deposit before it would reconnect power to the rental property.

The landlord testified that the tenant has paid rent for October which was accepted for "use and occupancy only". The landlord requested an order of possession and was willing to have an order requiring the tenant to move out by October 31, 2016.

Analysis

Section 47(4) of the *Residential Tenancy Act* provides that a tenant who is served with a one month Notice to End Tenancy for cause may dispute the Notice by making an application for dispute resolution within 10 days after the date the tenant receives the Notice. Section 47(5) provides that if the tenant does not apply to dispute the Notice within the 10 day period, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and must vacate the rental unit by that date.

The Notice to End Tenancy was personally served to the tenant on July 30, 2016. The Notice given by the landlord was in the proper form and complied with all the requirements of section 52 of the *Residential Tenancy Act*. The tenant did not apply to

dispute the Notice and she is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy.

The landlord stated at the hearing that she will allow the tenant until October 31, 2016 to vacate the rental unit and move all her belongings from the rental property. Accordingly I allow the landlord's application and I grant the landlord an order of possession effective October 31, 2016 after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that court.

Conclusion

The landlord's application has been allowed, an order of possession has been granted. The landlord did not request recovery of the filing fee and no filing fee is awarded.

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 13, 2016

Residential Tenancy Branch