



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LAURELWOOD VENTURES
DECISION

Dispute Codes OPC and OPE

Introduction

Pursuant to section 58 of the *Residential Tenancy Act*. (the *Act*), I was designated to hear this matter. This hearing dealt with the landlord's application for:

- an Order of Possession pursuant to section 46 of the *Act* for cause; and
- an Order of Possession pursuant to section 48 of the *Act* for end of employment with the landlord.

While the landlord, represented by property manager JVV, attended the hearing by way of conference call, the tenant did not. JVV (the "landlord") attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord gave sworn testimony that a 1 Month Notice to End Tenancy for Cause ("1 Month Notice") was affixed to the door of the rental unit on October 18, 2016. A copy of the 1 Month Notice was provided as part of the evidentiary package. I find that in accordance with sections 88 and 90 of the *Act* the tenant was deemed served with this Notice on October 21 2016.

The landlord stated that the tenant was served with the Landlord's Application for Dispute Resolution hearing package ("Landlord's Application") by way of Registered Mail on November 25, 2016. The landlord provided the Canada Post tracking number at the hearing. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served with the Landlord's Application on November 30, 2016.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Background and Evidence

The landlord gave evidence that the tenancy in question began "approximately 4 years ago" and that no tenancy agreement existed between the current landlord and the tenant. He continued by noting that the tenant presently pays \$425.00 rent per month, and no known security deposit is currently held by the landlord.

The landlord explained that the property was purchased by the landlord's corporate entity in 2013 and following this purchase the tenant was allowed to remain in the suite that he occupied prior to purchase. It was noted by the landlord that prior to September 1, 2016 the tenant was employed by the landlord as the building's cleaner and was therefore provided with a "manager's suite" which afforded the occupant a larger bathroom containing a bathtub and shower.

The tenant was relieved of his duties as the building's cleaner on September 1, 2016 and a new cleaner was hired on September 30, 2016. The landlord cited numerous incidents involving occupants of the building as being the reason for his dismissal from employment.

The landlord has indicated that they are also pursuing an Order of Possession for Cause pursuant to section 49.1 of the *Act* arguing that the tenant ceases to qualify for the rental unit as a result of his dismissal from employment.

Analysis – Order of Possession

Section 47 of the *Act* provides that upon receipt of a notice to end tenancy for cause the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. I find that the tenant has failed to file his application for dispute resolution within the ten days of service granted under section 47(4) of the *Act*. Accordingly, I find that the tenant is conclusively presumed under section 47(5) of the *Act* to have accepted that the tenancy ended on the effective date of the 1 Month Notice, November 30, 2016. I am therefore issuing an Order of Possession to the landlords effective 2 days after service on the tenant.

Conclusion

I am granting the landlord an Order of Possession to be effective two days after notice is served to the tenant. The landlord is provided with formal Orders in the above terms. Should the tenant fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial 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: January 13, 2017

Residential Tenancy Branch

