



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding First Aid Lookout Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OPC MNSD

Introduction

This hearing dealt with an application by the landlord for an order of possession pursuant to a notice to end tenancy for cause, as well as an order allowing the landlord to keep the security deposit.

The landlord and the tenant participated in the teleconference hearing. At the outset of the hearing, the tenant confirmed that she had received the landlord's application and evidence. The tenant did not submit any documentary evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Preliminary Issue – Claim for Security Deposit

The landlord and the tenant confirmed that the tenant still resides in the rental unit. I informed the landlord that as the tenancy has not yet ended, their application to keep the security deposit was premature. I dismissed that portion of their application with leave to reapply.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The tenancy began in January 2014. On November 28, 2016 the landlord personally served the tenant with a notice to end tenancy for cause. The tenant acknowledged that she received the notice and confirmed that she had not made an application to cancel the notice.

The notice to end tenancy is in the approved form; the landlord has signed and dated it; it indicates the alleged causes for ending the tenancy; and it states an effective date of December 31, 2016.

Analysis

I have reviewed all evidence and I accept that the tenant was served with the notice to end tenancy in accordance with section 89 of the Act and she did not dispute the notice. 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 notice.

I further find that the notice meets the requirements of form and content set out in section 52 of the Act. The landlord is therefore entitled to an order of possession. As the tenant has paid rent for January 2017, I grant an order of possession effective January 31, 2017.

Conclusion

The landlord's application for an order of possession is successful.

I grant the landlord an order of possession effective January 31, 2017. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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