



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

OPC 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, and recover the filing fee.

Both the landlord and the tenant participated in the hearing. The tenant acknowledged receiving the landlord’s application and Notice of Hearing package with all of the evidence the landlord submitted to this hearing inclusive of photo images. The tenant submitted 5 pages of evidence to the hearing the day before the hearing and acknowledged not giving the same to the landlord. The parties agreed that no other evidence was exchanged. The parties were given opportunity to resolve their dispute during the hearing to no avail. Both parties were given opportunity to be heard.

### **Issue(s) to be Decided**

Is the Notice to End Tenancy valid in compliance with Section 52 of the Act?

Is the Landlord entitled to an Order of Possession?

### **Background and Evidence**

The following is relevant and undisputed by the parties. On December 02, 2016, the Landlord personally served the Tenant with a 1 Month Notice to End Tenancy for Cause (the “Notice”). The effective date stated on the Notice is January 31, 2017. The tenant

testified they read the Notice but disagreed with it. The Tenant has not filed an application to dispute the Notice and has not moved out of the unit.

### **Analysis**

**Section 47** of the Act requires that upon receipt of a 1 Month Notice to End Tenancy for Cause, the tenant has the right, within ten (10) days of receiving the notice, to dispute the Notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. The 1 Month Notice for Cause additionally states the above. If the tenant does not dispute the Notice, the tenant is conclusively presumed by the Act to have accepted that the tenancy ends on the effective date of the Notice *and must vacate* the unit by that date.

**Section 55** of the Act provides that a landlord may request an Order of Possession of a rental unit by making an application for dispute resolution where a Notice to End the tenancy has been given by the landlord, and the tenant has not disputed the notice by making an application for dispute resolution - and the time for making that application has expired.

Based on the undisputed evidence I find that the tenant was personally served in accordance with the Act with a valid Notice to End on December 02, 2016. The tenant was required to make an application to dispute the Notice before December 13, 2016 however did not do so, has not disputed the Notice, and has not moved out of the unit. As a result, I find the Landlord is entitled to an Order of Possession for the effective date of the Notice. Effective: January 31, 2017.

The landlord is entitled to recover the filing fee.

**I grant an Order of Possession** to the Landlord. The tenant must be served with this Order of Possession. **If necessary**, 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.

**I Order** that the landlord may deduct \$100.00 from the tenant's security deposit in satisfaction of the filing fee.

**Conclusion**

The landlord's application is granted.

**This Decision is final and binding on both parties.**

*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 24, 2017

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Residential Tenancy Branch