



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, FF

### Introduction

On January 6, 2017, the Landlord submitted an Application for Dispute Resolution asking for an order of possession based on a 1 Month Notice to End Tenancy for Cause dated November 30, 2016.

The matter was set for a conference call hearing at 11:00 a.m. on this date. The Landlord appeared at the hearing; however, the Tenant did not. The hearing process was explained and the participants were asked if they had any questions. The Landlord provided affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Is the Landlord entitled to an order of possession?
- Is the Landlord entitled to the cost of the filing fee?

### Background and Evidence

The Landlord testified that the tenancy began in June, 2015. Rent in the amount of \$883.00.00 is to be paid on the first day of each month. The Tenant paid a security deposit in the amount of \$397.50 to the Landlord.

The Landlord testified that he issued the Tenant a 1 Month Notice to End Tenancy for Cause dated November 30, 2016. The Landlord issued the 1 Month Notice by posting it to the Tenant's door on November 30, 2016.

The reasons within the 1 Month Notice for ending the tenancy are:

Tenant or a person permitted on the property by the Tenant has:

- Significantly interfered with or unreasonably disturbed another occupant or the Landlord
- Seriously jeopardized the health or safety or lawful right of another occupant or the Landlord

The 1 Month Notice states the Tenant must move out of the rental unit by December 31, 2016. The Notice informed the Tenant that he has the right to dispute the Notice within 10 days after receiving it. The Notice informed the Tenant that if an application to dispute the Notice is not filed within 10 days, he is presumed to accept the Notice and must move out of the rental unit on the date set out on page 1 of the Notice.

There is no evidence before me that that the Tenant made an application to dispute the 1 Month Notice.

The Landlord seeks an order of possession.

Section 47 (5) of the Act states that if a Tenant who has received a Notice under this section does not make an application for dispute resolution in accordance with subsection (4), the Tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant was served a 1 Month Notice To End Tenancy for Cause and failed to dispute the Notice. The Tenant was served with the Notice of Hearing and failed to attend the hearing.

I find that the Tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the 1 Month Notice.

The Tenant failed to move out of the rental unit on the effective date of the 1 Month Notice. The Landlord is granted an order of possession effective two (2) days after service on the Tenant.

This order may be filed in the Supreme Court and enforced as an order of that Court.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was successful in his application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

### Conclusion

I grant the Landlord an order of possession effective. 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: February 02, 2017

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Residential Tenancy Branch