



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MND, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord for an order of possession pursuant to section 55 of the *Residential Tenancy Act* (the “Act”).

The Tenant did not attend the hearing. The Landlord states that the application for dispute resolution and notice of hearing (the “Materials”) was given to the Tenant by registered mail. Given this evidence I find that the Landlord served the Tenant in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenant is deemed to have received the Materials. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

The tenancy started on or about 10 years ago. The original rent of \$1,600.00 per month was reduced during the tenancy and rent of \$1,043.00 is now payable on the first day of each month. At the outset of the tenancy the Landlord collected \$800.00 as a security deposit. On December 15, 2016 the Landlord served the Tenant with a 2 month notice to end the tenancy for landlord’s use (the “Notice”). The Tenant did not dispute the Notice but informed the Landlord that she was not going to move out of the unit. The Tenant’s rent for February 2017 was waived in lieu of the compensation required for the

Notice. The Tenant has not returned the keys to the unit or spoke to the Landlord about moving out of the unit and appears not to have moved out of the unit.

Analysis

Section 49 of the Act requires that upon receipt of a notice to end tenancy for landlord's use the tenant must, within 15 days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant does not dispute the notice to end tenancy, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the undisputed evidence of the Landlord I find that the Landlord gave the Tenant the Notice and the Tenant did not dispute the Notice or move out of the unit. As a result I find that the Landlord is entitled to an order of possession.

Conclusion

I grant an Order of Possession to the Landlord. The Tenant must be served with this **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: March 09, 2017

Residential Tenancy Branch