



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CHILLIWACK KIWANIS HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPC, OPB, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession pursuant to a notice to end tenancy for cause.

The notice of hearing was served on the tenant on March 20, 2017 by placing it in her mail box. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions

Issues to be decided

Does the landlord have cause to end the tenancy? Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

The landlord testified that the tenancy started in August 2010. A tenancy agreement dated February 01, 2012 was filed into evidence. The accommodation is subsidised housing and is allotted and rented based on a tenant's income and family size. The tenant's portion of the rent is \$514.00 payable in advance, on the first of each month. Prior to moving in, the tenant paid a security deposit of \$433.00.

The landlord testified that that as per the tenancy agreement, pets are not permitted in the rental unit. The tenant has two cats. The landlord filed copies of warning letters issued to the tenant dated May 12, 2016, January 11, 2017 and February 03, 2017.

The tenant did not comply and on February 03, 2017, the landlord served the tenant with a one month notice to end tenancy for cause. The reason for the notice was that the tenant had breached a term of the tenancy agreement that was not corrected in a reasonable time after written notice to do so. The tenant did not dispute the notice to end tenancy.

The landlord testified that approximately two weeks prior to this hearing the tenant called him to let him know that one cat belonged to a relative and would be removed from the rental unit. The tenant also informed the landlord that she intended to move out of the rental unit but did not provide a date.

Analysis

The tenant is deemed to have received the notice to end tenancy for cause on February 06, 2017, and did not dispute the notice to end tenancy. Pursuant to section 47 (5) of the *Residential Tenancy Act*, if a tenant has received a notice to end tenancy for cause and does not make an application for dispute resolution within ten days after receiving the notice, the tenant is conclusively presumed to have accepted that the **tenancy ends on the effective date of the notice** and must vacate the rental unit by that date.

Therefore, I find that the landlord is entitled to an order of possession and pursuant to section 55(2); I am issuing a formal order of possession effective by 1:00 pm on April 28, 2017. The Order may be filed in the Supreme Court for enforcement.

Since the landlord has proven his case, he is entitled to the recovery of the filing fee of \$100.00. The landlord may retain this amount from the security deposit.

Conclusion

The notice to end tenancy is upheld and I grant the landlord an order of possession effective by **1:00 pm on April 28, 2017**. The landlord may retain \$100.00 from the security deposit towards the recovery of the filing fee.

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: April 19, 2017

Residential Tenancy Branch