



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AFFORDABLE HOUSING CHARITABLE ASSOCIATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

On October 17, 2017, the Landlord submitted an Application for Dispute Resolution for an order of possession of the rental unit. The matter was set for a conference call hearing.

The Landlord attended the teleconference hearing; however, the Tenant did not. The Landlord testified that she served the Tenant with the Application for Dispute Resolution and Notice of Hearing, in person on October 23, 2017, at the rental unit. I find that the Tenant was duly served with the Notice of Hearing in accordance with sections 89 and 90 of the Residential Tenancy Act (the Act).

The Landlord was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions at the hearing.

Issue to be Decided

- Is the Landlord entitled to an order of possession for cause?

Background and Evidence

The Landlord testified that the tenancy began on August 1, 2013, and is as a month to month tenancy. Rent in the amount of \$1,000.00 is to be paid by the first day of each month. The Tenant paid the Landlord a \$300.00 security deposit.

The Landlord issued a 1 Month Notice to End Tenancy for Cause ("the 1 Month Notice") by posting it on the Tenant's door on September 26, 2017. The reason checked off by the Landlord within the Notice is:

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 Tenants must move out of the rental unit by October 31 2017. The Notice informed the Tenants of the right to dispute the Notice within 10 days after receiving it. The Notice informed the Tenants that if an application to dispute the Notice is not filed within 10 days, they are presumed to accept the Notice and must move out of the rental unit on the date set out on page 1 of the Notice.

The Landlord provided a copy of the 1 Month Notice To End Tenancy For Cause dated September 26, 2017.

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

The Landlord testified that the Tenant has paid the rent for the month of January 2018.

The Landlord seeks an order of possession effective at the end of the month.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I make the following findings;

The Tenant received the Notice of Hearing and did not attend the hearing. I find that the Tenant received the 1 Month Notice and did not apply to dispute the Notice, and is therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the Landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective two (2) days after service on the Tenants. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant did not apply to dispute the 1 Month Notice To End Tenancy For Cause dated September 26, 2017. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice.

The Landlord is granted an order of possession for the rental unit effective at 1:00 pm on January 31, 2018, after service on the Tenant.

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 08, 2018

Residential Tenancy Branch