



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNE CNC OPE OPC MT

Introduction:

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:14 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 9:00 a.m. on May 24, 2018. The landlord attended the hearing and gave sworn or affirmed testimony. The landlord and their lawyer were given a full opportunity to be heard, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord/tenant and I were the only ones who had called into this teleconference.

The landlord provided evidence that they served the tenant personally with a One Month Notice to End the Tenancy for end of employment and for cause dated March 9, 2018 to be effective April 10, 2018 pursuant to section 48 of the Act. The effective date on the Notice is automatically corrected to April 30, 2018 pursuant to section 53 of the *Residential Tenancy Act* as a one month Notice to End Tenancy for cause must give a full month's notice and according to section 47(2) (b) end the tenancy on the day before the day in the month that rent is payable under the tenancy agreement. The tenant applies pursuant to section 48 of *The Residential Tenancy Act* (the Act)

- a) to cancel the Notice to End Tenancy.
- b) To be granted more time to file this application; and
- c) To recover the filing fee.

Issues: Is the tenant entitled to any relief?

Background and Evidence:

The landlord attended the hearing and was given opportunity to be heard, to provide evidence and to make submissions. They provided evidence that they had reached an agreement with the tenant. Letters to and from the lawyer were provided as evidence.

The Notice to End Tenancy was based on a government order that the occupiers of the farm type property had to vacate the property and the buildings on it. This also meant that the tenant's employment which included the use of a trailer on the property was ended and she could not reside in any of the other buildings on the property.

The tenant agreed to vacate the property by June 1, 2018. She was concerned about the care and safe transfer of some of the animals on the property. The landlord requests an Order of Possession effective June 1, 2018 to give effect to the agreement.

Analysis:

The Notice to End a Residential Tenancy is based on cause. The Residential Tenancy Act permits a tenant to apply to have the Notice set aside where the tenant disputes it. Although the tenant disputed it, I find she was too late in filing her application. She also did not attend to support her application. I therefore dismiss her application to cancel the Notice to End the Tenancy. Section 55(1) (a) provides that the arbitrator must grant an order of possession of the rental unit at a hearing where an arbitrator has dismissed the tenant's application pursuant to section 47 and has upheld the Notice. I grant the landlord an Order for Possession.

Pursuant to the mutual agreement entered into by the parties, I grant the landlord an Order of Possession effective June 1, 2018. The order will require the tenant to vacate the property and any buildings on it to comply with the government order.

Conclusion:

I grant the landlord an Order for Possession effective June 1, 2018. The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement. I dismiss the tenant's application without 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: May 24, 2018

Residential Tenancy Branch