



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes OPC, FFL

Introduction

On May 17, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking for an order of possession for the rental unit. The matter was set for a conference call hearing.

The Landlord and Tenant appeared at the hearing.

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.

Issue to be Decided

- Is the Landlord entitled to an order of possession based on issuance of a 1 Month Notice To End Tenancy For Cause?

Background and Evidence

The parties testified that the tenancy began on December 1, 2012. Rent in the amount of \$328.00 is to be paid by the first day of each month. The Tenant did not pay a security deposit or a pet damage deposit.

The Landlord testified they issued a 1 Month Notice to End Tenancy for Cause dated February 28, 2018, (“the 1 Month Notice”) by delivering it in person to the Tenant on February 28, 2018.

The 1 Month Notice states the Tenant must move out of the rental unit by March 31, 2018. The Notice informed the Tenant of 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, 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.

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

The Tenant testified that he does not read very well and that he did not dispute the 1 Month Notice.

The Landlord is seeking an immediate 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 evidence before me, the testimony of the Landlord, and on a balance of probabilities, 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 March 31, 2018.

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 Tenant. 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 received the 1 Month Notice and did not apply to dispute the Notice. The Tenant is conclusively presumed under the law to have accepted that the tenancy ended on the effective date of the Notice. I order that the tenancy has ended.

The Landlord is granted an order of possession effective two days 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: July 16, 2018

Residential Tenancy Branch