



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WING CHAN INVESTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act, (the “Act”), for an order of possession, and an order to recover the cost of filing the application from the tenant.

Both parties appeared.

Issue to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The landlord’s agent stated that the tenant was served with the Notice, in person, on November 8, 2018. The agent stated that the landlord seeks an order of possession based on an undisputed notice to end tenancy.

The tenant acknowledged that they received the Notice on November 8, 2018. The tenant acknowledged that they did not dispute the Notice.

The advocate stated that the tenant did not dispute the Notice, because it was close to Christmas and finding information was difficult to obtain.

The landlord’s agent agreed that if the tenant pays rent on March 1, 2019, they are agreeable to extend the effective date to end tenancy to March 31, 2019, to allow the tenant time to find alternate housing.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The tenant acknowledged that they received the Notice on November 8, 2018 and did not dispute the Notice.

I find the tenant did not apply to dispute the Notice and 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 the tenancy legally ended on December 31, 2018, and the tenant is overholding the premises as an occupant.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act.

The landlord's agent agreed that the effective date of the tenancy could be extended to March 31, 2019, if March rent is paid on March 1, 2019.

Based on the above, I find it appropriate to grant the landlord two (2) orders of possession.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order is only enforceable should the tenant not pay March 2019, rent on March 1, 2019. Should rent be paid as indicated this order is cancelled and has no force or effect.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **March 31, 2019**. The 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.

I find that the landlord has established a total monetary claim of \$100.00 to recover the filing fee from the tenant for this application. I order that the landlord retain the amount of \$100.00 from the tenant's security deposit in full satisfaction of the claim.

Conclusion

The tenant failed to dispute the Notice. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted two (2) orders of possession, and may keep a portion of the security deposit in full satisfaction of the claim.

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: February 04, 2019

Residential Tenancy Branch