



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, FFL

### Introduction

The landlord applies for an order of possession pursuant to a one month Notice to End Tenancy delivered on the tenants July 21, 2020.

The listed parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing. The tenant BFZ confirmed that her cotenant ZJF was aware of the hearing but could not attend.

The tenant BFZ requested an adjournment of this matter to permit her time to have a translator present to assist her. That request was declined at hearing because she has had ample time since receipt of notice of this hearing in mid-August to obtain a translator, the undisputed evidence of the landlord is that rent has not been paid for a number of months and if the Notice is valid it has ended the tenancy August 31, 2020. It would be unfair to the landlord in such circumstances to force her to wait longer.

### Issue(s) to be Decided

Has the Notice resulted in the ending of this tenancy?

### Background and Evidence

The rental unit is a two-bedroom, condominium apartment. It is agreed between the attending parties that the tenancy started in May 2019, the monthly rent is \$1780.00 and the landlord holds a \$900.00 security deposit.

The attending tenant admits the tenants received the Notice on July 21, 2020. The landlord confirms she has not been notified of any application to cancel that Notice.

### Analysis

Section 47(5) of the *Residential Tenancy Act* provides that a tenant who does not challenge such a Notice 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.

As a result, this Notice has caused this tenancy to end August 31, 2020 and the landlord is entitled to an immediate order of possession. The attending tenant indicated she has no place to move to, has a ten year old son to care for and has no money. She requested more time to move. In the circumstance of this case, as outlined above, I must regrettably refuse that request, though the tenants are free to negotiate an extension of time with the landlord.

### Conclusion

The application is allowed. The landlord will have an order of possession. I authorize the landlord to recover the \$100.00 filing fee for this application from the security deposit she holds.

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: September 15, 2020

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Residential Tenancy Branch