



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order of possession for cause pursuant to section 55;
- an order of possession based on tenant's written notice to end tenancy pursuant to section 55.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. No issues were raised with respect to the service of the application and evidence submissions on file.

At the outset of the hearing, the landlord confirmed that the request for an order of possession based upon a tenant's written notice to end tenancy was selected by mistake and this part of the application was withdrawn.

Issues

Is the landlord entitled to an order of possession pursuant to a One Month Notice to End Tenancy for Cause (the One Month Notice)?

Background and Evidence

The tenancy began on January 1, 2021.

The landlord testified that on April 21, 2022, a copy of the One Month Notice was served to the tenant by posting to the door of the rental premises. A witnessed Proof of Service form of the Notice to End Tenancy was provided on file. The effective date of the One Month Notice was May 31, 2022.

The tenant acknowledged receipt of the One Month Notice. The tenant has not vacated the rental unit as per the effective date of the Notice or filed an application to dispute the One Month Notice.

The tenant testified that there was verbal agreement allowing her to stay past the effective date of the Notice.

The landlord's agent testified that the Notice was not withdrawn or cancelled but rather he had agreed to the tenant's request for some additional time to find a new place. However, this was subject to the tenant paying rent on time and the noise complaints stopping. The landlord's agent testified the noise complaints have not stopped so the landlord is seeking to enforce the One Month Notice.

Analysis

I am satisfied that the tenant was served with the One Month Notice on April 21, 2022.

Section 47 of the Act contains provisions by which a landlord may end a tenancy for cause by giving a notice to end tenancy. Under this section, the tenant may make a dispute application within ten days of receiving the One Month Notice. If, as in the present case, the tenant does not make an application for dispute within ten days, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the One Month Notice.

I find that the One Month Notice complies with the requirements of Section 52 of the Act, accordingly, the landlord is granted an Order of Possession pursuant to section 55 of the Act.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: August 26, 2022

Residential Tenancy Branch