



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding W.W. Projects Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPE

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a residential tenancy dispute. On August 9, 2022, the landlord applied for:

- an order of possession for the rental unit, having issued a One Month Notice to End Tenancy for Cause or End of Employment, dated July 19, 2022, (the One Month Notice).

The hearing was attended by the landlord's representative ("the landlord") and the tenant. Those in attendance were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

Neither party raised an issue regarding service of the hearing materials.

Issue to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The landlord testified the tenancy began 10 to 15 years ago; the tenant testified she had lived in the unit for 22 years.

The parties agreed that the tenant worked for her rent.

The tenant testified that she paid a security deposit of \$275.00 at the beginning of the tenancy; the landlord testified they did not have a record of a security deposit paid by the tenant.

The landlord testified they served the One Month Notice on the tenant by posting it to the door on July 19, 2022; the tenant confirmed she received it the same day.

The One Month Notice is signed and dated by the landlord, gives the address of the rental unit, states an effective date of August 31, 2022, states the grounds for ending the tenancy, and is in the approved form.

The reason indicated on the One Month Notice is:

- the tenant's rental unit/site is part of the tenant's employment as a caretaker, manager, or superintendent of the property, the tenant's employment has ended and the landlord intends to rent or provide the rental unit/site to a new caretaker, manager, or superintendent.

The tenant testified she did not apply to dispute the One Month Notice.

A copy of the termination email sent to the tenant, dated July 18, 2022, is submitted as evidence. The landlord testified that the unit is needed for the new property manager.

The landlord testified they are seeking an order of possession for February 28, 2023.

The tenant testified that she is requesting more time, and asked that the order of possession be instead for March 31, 2023. The tenant testified that the reason for her request was because she is recovering from a November 2022 hospitalization due to blood clots. The tenant testified she is improved, but is receiving daily injections and requires more time to move out because her leg is still swollen and sore, and she cannot breathe well due to a blood clot in her chest.

The landlord testified the tenant has had plenty of notice, was aware of the hearing, and has had four months to find a new place.

Analysis

Section 48(5) of the Act provides that upon receipt of a notice to end tenancy for end of employment, the tenant may, within 10 days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch.

Based on the testimony of the parties, I find that the One Month Notice was served on the tenant on July 19, 2022, in accordance with section 88 of the Act.

I find that the tenant has failed to file an application for dispute resolution within 10 days of July 19, 2022, the timeline granted under section 48(5) of the Act. Accordingly, I find

that the tenant is conclusively presumed under section 48(6) of the Act to have accepted that the tenancy ended on the effective date of the One Month Notice: August 31, 2022.

I find that the landlord's One Month Notice meets the form and content requirements of section 52 of the Act as it is signed and dated by the landlord, gives the address of the rental unit, states an effective date of the notice, states the reasons for ending the tenancy, and is in the approved form.

I accept the landlord's undisputed, affirmed testimony and evidence that the rental unit was to be used by the tenant during her employment, and that the tenant's employment was terminated on July 18, 2022.

Therefore, in accordance with section 55 of the Act, I find that the landlord is entitled to an order of possession.

As the tenant still resides in the rental unit, I order that in accordance with section 68(2)(a) of the Act, the tenancy ended on the date of the hearing, January 9, 2022.

Conclusion

The landlord's application is granted.

The landlord is granted an order of possession which will be effective at 1:00 p.m. on February 28, 2023.

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: January 09, 2023

Residential Tenancy Branch