



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            OPC

The Application for Dispute Resolution filed by the landlord seeks an Order of Possession based on a one month Notice to End Tenancy for cause dated April 30, 2018 and setting the end of tenancy for May 31, 2018.

The tenant(s) failed to appear at the scheduled start of the hearing which was 9:30 a.m. on September 4, 2018. A representative of the landlord was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the tenant to call in. The tenants failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The representative of the landlord was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that one month Notice to End Tenancy was personally served on the Tenant on April 30, 2018. Further I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was personally served on the Tenant on July 12, 2018. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided:

The issue to be decided is whether the landlord is entitled to an Order for Possession?

### Background and Evidence:

The parties entered into a written tenancy agreement that provided that the tenancy would start in February 2011. The rent is \$375 per month payable on the first day of each month. The tenant was not required to pay a security deposit.

The tenant continues to reside in the rental unit.

The rent has been paid for September and the landlord accepted the rental payment "for use and occupation only."

### Analysis - Order of Possession:

Policy Guideline 36 includes the following:

**“Notice to End**

**Application for Arbitration Filed After Effective Date**

An arbitrator may not extend the time limit to apply for arbitration to dispute a Notice to End if that application for arbitration was filed after the effective date of the Notice to End. For example, if a Notice to End has an effective date of 31 January and the tenant applies to dispute said Notice to End on 1 February, an arbitrator has no jurisdiction to hear the matter even where the tenant can establish grounds that there were exceptional circumstances. In other words, once the effective date of the Notice to End has passed, there can be no extension of time to file for arbitration.”

I determined the landlord was entitled to an Order for Possession. The landlord served one month Notice to End Tenancy for cause on the tenant on April 30, 2018 that set the end of tenancy for May 31, 2018. The Tenant(s) has not made an application to set aside the Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant 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. Accordingly, I granted the landlord an Order for Possession. As the rent was paid for September and accepted by the landlord for “use and occupation only” I set the effective date of the Order of Possession for September 30, 2018.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

**This decision is final and binding on both parties.**

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 04, 2018

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Residential Tenancy Branch